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ARTICLE 1 - PARTIES TO AGREEMENT

This Agreement is made and entered into this July ~~2017~~, 2021~~18~~ by and between the City of San Luis Obispo, hereinafter referred to as the City, and the International Association of Firefighters, Local 3523, hereinafter referred to as Union or Local 3523.

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ARTICLE 2 - RECOGNITION

Pursuant to Government Code Section 3500 et seq. and City Resolution No. 6620 (1989 Series), the City hereby recognizes the International Association of Firefighters, Local 3523, as the bargaining representative for purposes of representing regular and probationary employees, occupying the position classifications set forth in Appendix A, in the Fire Unit with respect to their compensation, hours and other terms and conditions of employment for the duration of this Agreement.

ARTICLE 3 - DUES DEDUCTION

The City shall deduct dues from City employees and remit said dues to the Union on a monthly basis for the duration of this Agreement, which dues shall not include assessments.

Monthly dues deduction additions and/or deletions shall be recorded by the City's Finance Director or designee and a notification of all dues transactions shall be sent monthly to the Union Treasurer.

The Union shall hold the City harmless from any and all claims and will indemnify and defend it against such claims and any unusual costs.

The Union shall refund to the City any amount paid to the Union in error, upon presentation of supporting evidence.

ARTICLE 4 - EMPLOYEE RIGHTS

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to, wages, hours and other terms and conditions of employment. Employees of the City ~~also~~ shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

ARTICLE 5 - MANAGEMENT RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology for performing its work.

This provision is not intended to, and does not restrict, the rights conferred upon the Union by Government Code Section 3500, et seq.

ARTICLE 6 - REPRESENTATIVE ROLE

Members of any recognized employee organization may, by a reasonable method, select not more than five (5) employee members of such organization to meet and confer with the Municipal Employee Relations Officer and other management officials (after written certification of such selection is provided by an authorized official of the organization) on subjects within the scope of representation during regular duty or work hours without loss of compensation or other benefits. The employee organization shall, whenever practicable, submit the name(s) of each employee representative to the Municipal Employee Relations Officer at least two working days in advance of such meeting.

Provided further that no employee representative shall leave ~~his or her~~their duty or work station or assignment without specific approval of the department head or other authorized City management official. If employee representatives cannot be released for good reason, the date of meeting will be rescheduled to a mutually acceptable day.

Union Time Bank

1. Union time bank hours are intended for use by eligible Local 3523 Executive Board members to conduct official union business.
2. Union members will donate a total of 440 hours per year (inclusive of carryover time) of vacation time, holiday time, and compensatory time off (CTO) to a union time bank.
3. The maximum number of hours donated by a union member to the time bank shall not exceed twelve (12) hours per year.
4. Any hours remaining in the time bank on June 30th of each year shall be carried over to the next year. If no hours were used in the previous year and the maximum hours remain in the time bank, no additional donations by members shall be authorized in the upcoming year.
5. During the first full pay period in July each calendar year, Local 3523's President along with the Executive Board and the ~~Senior Accountant~~Accounting Manager or designee shall determine the number of

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hours remaining in the Union time bank. That number shall be subtracted from the maximum number of time bank hours of 440 hours. The difference between the actual number of hours and the 440 hours maximum will be divided by the number of Local 3523 represented employees. Each 56-hour per week employee shall contribute an equal number of leave hours and each 40-hour per week employee will donate 70% of the amount donated by 56-hour per week employees to be debited by the City to maintain 440 hours in the time bank.

6. Donation of hours shall be non-revocable and not returned to the members.
7. Requests for time off that would use time from the bank must be authorized by the Executive Board and is subject to final approval per department policies and procedures. Approval for suppression personnel must be authorized in advance by a Battalion Chief and approval for non-suppression personnel must be authorized in advance by the Fire Marshal or ~~designated~~designee.
8. Vacancies created by approved requests that affect constant staffing may be filled through mandated overtime.

ARTICLE 7 - COMMUNICATION PROCESS

Pursuant to City Resolution 6619 (1989 Series) the City agrees with the Union to improve communications and provide for the following:

A. Monthly Conferences

There will be a monthly meeting between the Fire ~~Chief or designee-department head~~ and management member(s) and a least two (2) union representatives to discuss problems or other subjects of mutual interest. Minutes of the meeting will be maintained to reflect topics discussed, actions to be taken, the party responsible for any action and the expected completion date.

B. Quarterly Meetings

Two (2) to four (4) representatives of the Union, the City Manager (or designee), ~~department head~~Fire Chief (or designee), and management representative(s) designated by the City will meet quarterly , if requested by the Union or Fire Chief if there are issues of concern to the parties. No issues will be brought to this quarterly meeting without first having been discussed with the Fire Chief ~~Department Head~~ at a scheduled monthly meeting.

ARTICLE 8 - PROMOTIONAL OPPORTUNITIES

Announcements for promotional opportunities for members of the Union will list testing and scoring processes that will be followed. Once defined, testing, and scoring processes will not be modified.

There will be no banding on promotional exams and, if a candidate is by-passed during the selection process, that person will be given a written reason by the Fire Chief as to why ~~s/hethey was-were~~ by-passed. The City agrees to an opener to discuss the promotional process if the Fire Chief goes below the top three (3) candidates in making ~~his-their~~ selection on promotional exams two (2) or more times during the term of this ~~Agreementcontract~~.

In accordance with Section 2.36.240 A4 of the City's Personnel Rules and Regulations, "When an employee is promoted, the employee shall be paid at the first step in the salary range for the new positions whose salary is at least five percent above the last step held in the former position." When promoting to Fire Engineer or Fire Captain, the last step held will be defined as step pay only, exclusive of any incentive or overtime pay unless the employee is no longer eligible for such incentive upon promotion (i.e. Paramedic Coordinator). Specifically, when promoting to Fire Captain, if the department has more than the minimum of 24 Paramedics, as outlined in Article 44 – Staffing, and does not have the operational need for an employee promoting to Fire Engineer or Fire Captain to remain a Paramedic and will therefore not continue to receive the Paramedic Incentive Pay, the City shall include the Paramedic Incentive Pay in determining salary placement for the promotion.

In accordance with the January 24, 2020 grievance settlement, step placement upon promotion for Fire Battalion Chief is primarily based on applicable education and experience. Education and experience will be first applied to meet the minimum requirements per the current job description. Education and/or experience in excess of that needed to meet minimums will be applied as follows:

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- Two years of experience as a SLO City Fire Captain equates to one step.
- Two years of education equates to one step.

Once initial step placement is proposed, a pay analysis will be conducted to ensure step placement is above Fire Captain gross pay. The calculation will be as follows:

- Fire Captain gross pay includes base pay, regularly scheduled FLSA pay, and the following incentives: bilingual pay, Station 1 Captain incentive, Paramedic Incentive, HazMat Incentive, Paramedic Coordinator Incentive, and USAR incentive.
- Battalion Chief proposed step is based on education and experience plus eligible incentives.
- If Battalion Chief proposed step is more than Fire Captain gross pay; then Battalion Chief step placement is appropriate.
- If Battalion Chief proposed step is less or equal to the Fire Captain gross pay; adjust to the next Battalion Chief step above Fire Captain gross pay.

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ARTICLE 9 - UTILIZATION OF CITY FACILITIES

- A. Local 3523 shall be allowed to use Fire Department facilities for official Union activities. The Union will notify the Chief or ~~his/her~~their representative of any upcoming meetings. The Union will follow any sign-up procedures for room availability the Fire Department has in place. Scheduling of the facilities usage will ~~would~~ be conducted so as not to conflict or interfere with normal operation of departmental business. In lieu of any conflicts in availability or a denial by the Chief, it will be presumed that the Union will have the ~~OK~~approval of the Chief to use the facility. Activities ~~will~~ ~~would~~ include but will would not be limited to: General Membership meetings, Board of Directors meetings, Negotiation Team meetings, and various special committee meetings.
- B. Facilities available for official Union activities will ~~would~~ include, but will ~~would~~ not be limited to: conference room, training room, and second floor common areas.
- C. Local 3523 understands that e-mail sent over the City network is public record. With this acknowledgement, the City gives the Union the right to use ~~the~~City computers and ~~the~~ e-mail system while conducting official Union activities at Fire Department facilities. This right may be revoked at any time or for any reason. This revocation must be done in writing and must be delivered in person to a San Luis Obispo Firefighters' Board member.

ARTICLE 10 - GRIEVANCE PROCEDURE

- A. A grievance is an alleged violation, misinterpretation or misapplication of the Employer-Employee Resolution, the Personnel Rules and Regulations, any memorandum of agreement with an employee association or any existing written policy or procedure relating to wages, hours or other terms and conditions of employment excluding disciplinary matters.
- B. Any employee may file and process a grievance by providing the time, place and circumstances of the action prompting the grievance. Employees may be accompanied by a representative at each step of the process. If a specific action to be grieved affects several employees, those employees may consolidate their grievance and be represented.
- C. Each ~~G~~grievance shall be handled in the following manner:
 - 1. The employee who is dissatisfied with the response of the immediate supervisor shall discuss the grievance with the supervisor's immediate superior. If the matter can be resolved at that level to the satisfaction of the employee, the grievance shall be considered terminated.
 - 2. If still dissatisfied, the employee may immediately submit the grievance in writing to the department head for consideration, stating the facts on which it was based, including the provision of the rules, regulations or agreement said to be violated, and the proposed remedy. This action must take place within fifteen ~~(15)~~ business days of the occurrence of the grievance. The department head shall promptly consider the grievance and render a decision in writing within fifteen ~~(15)~~ business days of receiving the written grievance. If the employee accepts the department head's decision, the grievance shall be considered terminated.
- D. If the employee is dissatisfied with the department head's decision, the employee may immediately submit the grievance in writing to the ~~H~~uman ~~R~~esources

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~~D~~irector within five (5) business days of receiving the department head's decision. The Human Resources Director shall confer with the employee and the department head and any other interested parties and shall conduct such other investigations as may be advisable.

E. The results or findings of ~~the Human Resources Director's such~~ conferences and investigations shall be submitted to the City Manager in writing within fifteen (15) business days of receiving the employee's written request. The City Manager will meet with the employee if the employee so desires before rendering a decision with respect to the ~~complaint~~grievance. The City Manager's decision shall be in writing and given to the employee within fifteen (15) business days of receiving the Human Resources Director's results and findings. Such decision shall be final unless the employee desires a review of the decision.

F. If the employee desires a review of the decision the procedure is as follows:

1. Hearing Officer (for employees represented by SLOPOA or IAFF, Local 3523)
 - a. The employee will have five (5) business days following receipt of the City Manager's decision to submit a written request to the Human Resources Director for review of the decision. The Human Resources Director will obtain a list of five (5) potential hearing officers from the State Mediation and Conciliation Service. Then following a random determination of which party (city or appellant) begins, parties shall alternately strike one name from the list until only one remains.
 - b. Within thirty (30) business days, the hearing officer shall review the record and conduct a hearing on the matter. Within ten (10) business days the hearing officer shall render a decision which shall be final.
 - c. Any dispute regarding the eligibility of an issue for the grievance process may be appealed through the process ultimately to the hearing officer who shall decide on the eligibility prior to ruling on the

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merits.

- d. Any fees or expenses of the hearing officer shall be payable one-half by the city and one-half by the Union. All other expenses shall be borne by the party incurring the expense.

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ARTICLE 11 - SALARY

A. Rules Governing Step Increases

The rules governing step increases for employees covered by this ~~Agreement-MOA~~ are included in the current Salary Resolution with the following modification: The Fire Chief shall be authorized to reevaluate employees who reach the top step in their pay range. An employee who is not performing up to standard for the top step shall be notified in writing that the department head intends to reduce ~~him/her~~ them one step unless ~~his/her~~ their job performance improves significantly within a ~~sixty~~ (60) -day period. Unless the employee's job performance improves to an acceptable level by the end of ~~sixty~~ (60) days, the pay reduction shall then become effective. The top step may be reinstated at any time upon recommendation of the department head. If the Fire Chief deems it necessary to again remove the top step during the same fiscal year, ~~he/she~~ they may make the change at any time with three ~~(3)~~ business days written notice.

For the position of Firefighter, the salary range consists of six ~~(6)~~ steps (1 through 6). Steps 2 through 5 equal 95% of the next highest step, computed to the nearest one dollar. Step 1 equals 90% of step 2.

- Step 5 = 95% of Step 6
- Step 4 = 95% of Step 5
- Step 3 = 95% of Step 4
- Step 2 = 95% of Step 3
- Step 1 = 90% of Step 2

Each salary range for all other positions in the unit consists of five steps (1 through 5). Steps 1 through 4 equal 95% of the next highest step, computed to the nearest one dollar.

- Step 4 = 95% of Step 5
- Step 3 = 95% of Step 4
- Step 2 = 95% of Step 3
- Step 1 = 95% of Step 2

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Each across-the-board percent salary increase shall raise the top step of the range by that percent. The highest step of each successive salary range shall be 2.63% above the highest step of the next lower range. After all highest steps of salary ranges have been established, each highest step shall be rounded off to the nearest dollar and the remaining steps established in accordance with the above formula. Employees who are eligible for advancement to the top two steps must receive at least a "competent" rating on their most recent performance evaluation prior to or coincident with their being eligible for advancement by time in grade. Competent is defined as "Performance meets standards of a qualified employee."

Step progression for Firefighters will be subject to existing personnel standards, with the timing for progression being one-year for each step.

B. Salary Provisions for Term of Agreement

Salary increases will be effective the first day of the first full pay period in the month listed below for all classifications:

- ~~March 2018~~ ~~1%~~
- July 2021 2.5%
- July 2022 2.5%
- July 2023 2.5%

C. Market Equity Adjustments

In addition to the above listed salary increases, the following classifications shall receive market equity adjustments to be effective on the first day of the first full pay period in the month listed below:

- July 2021 4% Firefighters, Fire Engineers, Fire Captains
- July 2021 1% Fire Battalion Chiefs (BCs)
- July 2022 1.5% Firefighters, Fire Engineers, Fire Captains, BCs
- July 2023 1.5% Firefighters, Fire Engineers, Fire Captains, BCs

The salary ranges for the term of this agreement are listed in Appendix C.

C.D. "Y" Rating

An employee who is not performing up to established job standards may be "Y" rated, freezing ~~her/his~~their salary until such time as there is an improved job performance. The department head shall give sixty (60)-days written notice to any employee ~~s/he~~they intends to "Y" rate, giving the employee an opportunity to correct any deficiencies. A "Y" rating procedure shall not result (then or later) in the employee being frozen below the next lower step of the new range.

D.E. Payday

Payroll will be disbursed on a bi-weekly schedule. Payday will be every other Thursday. This disbursement schedule is predicated upon normal working conditions and is subject to adjustment for cause beyond the City's control.

E. ~~Lump Sum Payments~~

The City shall pay a twelve percent (12%) pay incentive of the monthly top step Firefighter base salary, prorated to a bi-weekly amount, to those Firefighters, Fire Engineers, or Fire Captains assigned to EMT Paramedic duties by the Fire Chief or designee. Effective the first full pay period of July 2023, the paramedic incentive shall change to be twelve percent (12%) of the employee's base pay to those Firefighters, Fire Engineers, or Fire Captains assigned to EMT Paramedic duties by the Fire Chief or designee. This pay incentive is effective the first full pay period following paramedic certification and assignment.

Paramedics required to recertify shall be granted four (4) hours training time per month for six (6) months prior to the recertification. Such hours shall be scheduled by the Department during the normal working day.

~~The Paramedic incentive shall be considered the same as base pay when determining the starting salary upon promotion to Captain. See Article 8 – Promotional Opportunities~~

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for guidance on when the City shall include Paramedic Incentive Pay in determining salary placement for promotion.

Probationary Firefighters are not eligible to act as paramedics in the first six (6) months of their probationary period. After that point in their probationary period, they may be allowed to do so, but only after a consultation with the Fire Chief or his/her/their designee, a Union Officer, and the Paramedic Coordinator.

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ARTICLE 13 - PARAMEDIC COORDINATOR PAY

As soon as administratively possible following Council's adoption of the Agreement, the City shall pay an additional five percent (5%) pay incentive of base rate of pay to those Firefighters, Fire Engineers, or Fire Captains assigned to EMT Paramedic Coordinator duties by the Fire Chief or designee. This pay incentive is effective the first full pay period following the assignment.

ARTICLE 143 - STATION ONE CAPTAIN INCENTIVE PAY

Fire Captains regularly assigned to Station One shall receive \$57.69 bi-weekly pay incentive, to compensate for the additional Station One workload. ~~Mandatory assignments to Station One for Captains shall not exceed two consecutive years.~~ Employees are eligible for this incentive the first full pay period following eligibility.

ARTICLE 154 - BILINGUAL PAY

Employees, with the exception of Battalion Chiefs, certified as bilingual in Spanish through the testing process shall receive a bilingual payment of \$35 per pay period. Additional languages that qualify for this incentive may be approved by the City based upon demonstrated need. Employees are eligible for this incentive the first full pay period following qualification.

ARTICLE 165 - HAZARDOUS MATERIALS INCENTIVE PAY

Safety employees, with the exception of Battalion Chiefs, certified as Hazardous Materials (Haz Mat) Specialists or Technicians and assigned to the Haz Mat Team by the Fire Chief must meet minimum qualifications and training standards established by the County coordinating agency. Safety employees meeting this eligibility criteria shall receive incentive pay equal to four percent (4%) of the top step Firefighter base salary effective the first full pay period following assignment. Employees who do not meet minimum qualifications and established training standards as verified by the County's quarterly reporting process, will not be eligible to participate in the County Haz Mat Team and will not be eligible for the incentive until such time as they meet minimum qualifications and established training standards. The Fire Chief or designee may excuse Haz Mat training exercises; however, irrespective of excused absences, employees are expected to meet minimum training requirements.

The Department will support a six (6) person Haz Mat Team ~~(2 per shift)~~. It is recognized that maintenance of the six (6) person Haz Mat Team will be subject to the department procedures for filling any vacancies on the Team.

Haz Mat Technicians will be expected to certify as Haz Mat Specialists within twelve (12) months of joining the team in order to continue receiving the incentive pay. Exceptions may be made to the timeline to certify as a Haz Mat Specialist as granted by the Fire Chief or designee based on availability of the required training.

ARTICLE 176 - ABOVE GRADE SKILLS INCENTIVE

A. The City shall pay four percent (4%) pay incentive of base rate of pay to those Firefighters, Engineers, or Captains who become qualified to serve and function at the next higher classification above their current rank, hereinafter referred to as Above Grade Skills Incentive. Employees are eligible for this incentive the first full pay period following qualification/certification through the testing and task booking process as outlined in the Department Training Manual and General Operations Manual sections 502.01, 502.02, and 502.03. Policies and Procedures, Training and Equipment, 2004, 2005, and 2006.

A-B. Also contained in these references are the requirements for refresher training and skills maintenance to remain qualified/certified to serve in these acting capacities. Biennial (occurring every two years) recertification is required to maintain or reinstate an Above Grade Skills Incentive. This program is administered by the Department Training Officer (the Deputy Fire Chief) or other employee selected by the Fire Chief.

B-C. Individuals who are qualified/certified at more than one higher classification (e.g., an employee of the Firefighter rank who is Acting Engineer and Acting Captain qualified) shall only receive one (1) Above Grade Skills Incentive (four percent).

G-D. An individual receiving this incentive who declines to work in the classification for which they are receiving the incentive, will have their incentive removed and be required to recertify in order to receive the incentive again. The decision to remove the incentive is reserved to the Chief and is subject to appeal to the Chief by the affected employee.

D-E. Relief Engineer certification is not eligible for the incentive.

~~E. — Employees who are "actors" as of the date of adoption of this memorandum of agreement Agreement by Council, will be considered eligible for this incentive. Recertification will be required within twelve months of that date.~~

~~F. Effective upon Council Adoption, Firefighters, Fire Engineers, and Fire Captains that are receiving Above Grade Skills Incentive and who have been temporarily promoted filling a long-term vacancy in accordance with General Order 201.05 Policies and Procedures, Staffing, 4600 (vacancies greater than 60 shifts) are eligible for an additional one percent (1%) not to exceed five percent (5%) pay during the temporary promotion. This additional one percent (1%) incentive is effective the first full pay period following the date of assignment.~~

~~F. As soon as administratively possible following Council adoption of the Agreement, the City shall discontinue providing the Above Grade Skills Incentive to eligible employees and instead offer Acting Pay as outlined in Article 18.~~

~~As soon as administratively possible following Council adoption of the Agreement, whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed. To qualify for Acting Pay, the temporary assignment must be for 24-hour shift increments. The employee shall receive Acting Pay calculated as five percent (5%) of the base hourly rate. The following classifications are eligible for Acting Pay:~~

- ~~• Firefighter acting as a Fire Engineer.~~
- ~~• Firefighter acting as a Fire Captain.~~
- ~~• Fire Engineer acting as a Fire Captain.~~
- ~~• Fire Captain acting as a Battalion Chief.~~
- ~~• Battalion Chief acting as a Deputy Fire Chief or Fire Chief.~~

~~Eligibility for an Acting assignment requires the employee to have a signed off task book or equivalent in the higher-level classification.~~

ARTICLE 197 - URBAN SEARCH AND RESCUE INCENTIVE

The City shall pay \$75 bi-weekly for three employees, at the rank of Firefighter, Engineer or Captain, who are members of the SLO County Urban Search and Rescue Team (USAR). ~~Members of the USAR Team must meet minimum qualifications and training standards established by the County coordinating agency. in good standing who attend monthly Team drills and maintain currency in all technical skill areas.~~ Employees meeting this eligibility criteria shall receive ~~are eligible for this~~ the incentive the first full pay period following ~~qualification~~ assignment. Employees who do not meet minimum qualifications and established training standards as verified by the County's quarterly reporting process, will not be eligible to participate in the County USAR Team and will not be eligible for the incentive until such time as they meet minimum qualifications and established training standards. The Fire Chief or designee may excuse USAR training exercises; however, irrespective of excused absences, employees are expected to meet minimum training requirements. In addition, these employees will act as trainer/subject matter expert for technical rescue disciplines for recurring advanced technical rescue training within the Fire Department.

ARTICLE 2018 - OVERTIME

- A. Firefighters, Fire Engineers and Fire Captains assigned to 24-hour shift duty shall receive overtime pay at time-and-one-half computed at their base salary for those hours worked in excess of regularly scheduled shifts.

Pay incentives included in this calculation of MOA Overtime include:

- Above Grade Skills Incentive
- Acting Pay
- Bilingual Pay
- Education Incentive
- HazMat Incentive
- Holiday (quarterly cash out)
- Paramedic Coordinator Incentive
- Paramedic Incentive
- Station 1 Captain Incentive
- USAR Incentive

- B. Battalion Chiefs shall be considered exempt and not eligible for overtime payment or any return-to-work minimum payments, except as described below, in Article 19, or specifically authorized by the Fire Chief due to extraordinary circumstances. Extraordinary shall be defined as an actual emergency requiring a Battalion Chief to return to work. It does not include administrative meetings, etc. In general, Battalion Chiefs are expected to work the hours necessary to successfully carry out their duties and frequently must return to work or attend meetings and events outside their normal working hours.

- C. Pursuant to Article 18.3 of the 2016-17 MOA, the City conducted an internal review of whether the Battalion Chief classification is exempt or non-exempt under Fair Labor Standards Act and an analysis of FLSA overtime in light of the Flores v. City of San Gabriel decision. This confirms the City's determination that the Battalion Chiefs meet the legal requirements for exemption from FLSA overtime and that the City's implementation of the dual calculation method, as described in the letter to Local 3523 dated October 6, 2017, addresses the FLSA compliance requirements

announced in the Flores decision.

- D. Firefighters, Fire Engineers and Fire Captains assigned to 24-hour shift duty are assigned to work ~~(one hundred ninety-two (192) hours in a twenty-four (24) day~~ work period pay cycle. Employees in these classifications who work more than one hundred eighty-two (182) hours during a pay cycle, shall be paid time and one-half (1 1/2) for all hours worked in excess of one hundred eighty-two (182) hours worked in the twenty-four (24) day pay cycle. Paid time off shall be counted as time worked when calculating this overtime pay.
- E. All non-safety personnel shall receive overtime pay at time-and-one-half computed at their base salary for all hours worked in excess of forty (40) hours per work week including holiday, sick leave and vacation unless they elect to receive compensatory time off at time and one-half.
- F. Pay incentives included for non-safety personnel in this calculation of MOA Overtime include:
- Bilingual Pay
 - Education Incentive
 - Work out of Grade Pay
- G. All overtime shall be authorized in writing by the Fire Chief or designee prior to being compensated.
- H. All overtime shall be paid to the nearest quarter hour worked where no minimum is authorized.
- I. Overtime Call Back (Firefighters, Fire Engineers and Fire Captains): Overtime call back shall be as follows:
- First Option – Rank for rank including a minimum of four paramedics
 - Second Option – Certified Acting Personnel
 - Third Option – Mandatory staffing that ensures adequate paramedic and officer coverage

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Prior to a mandatory call back for paramedic coverage, Captains with paramedic certification will be offered the opportunity to work as a Paramedic.

J. Battalion Chiefs – Administrative Leave.

In recognition of these requirements and the 24-hour staffing requirements of Fire Departments, Battalion Chiefs shall be afforded flexibility in managing their work load and time and are eligible to take a maximum of seventy-two (72) hours per calendar year of Administrative Leave. Battalion Chiefs will earn seventy-two (72) hours of administrative leave the pay period that January 1st falls into and such leave may be taken at any time during the year. Administrative leave hours shall be pro-rated on a monthly basis (the rate of six (6) hours per month) when a Battalion Chief is hired during the year. There shall be no carryover of such leave from year to year or any payoff for unused leave except that during the month of December employees may request up to forty (40) hours of unused administrative leave to be paid in cash the pay period that January 1st falls into provided that total administrative leave taken and paid does not exceed seventy-two (72) hours during the calendar year.

K. Battalion Chiefs – Shift Coverage.

Shift Fire Battalion Chief absences will be covered by an off-duty Fire Battalion Chief, through the Call Back options listed below.

A Fire Battalion Chief working shift continuation or shift coverage for another Fire Battalion Chief will receive a stipend at the rate of ~~1.275% of base pay for each hour worked. Effective upon Council Adoption, the stipend rate will increase from 1.275% to~~ 1.5% of base pay for each hour worked. Fire Battalion Chiefs continue to be overtime exempt and will perform all other additional work without additional compensation except as described above under "Administrative Leave".

L. Battalion Chiefs – Call Back.

Shift coverage call back shall be as follows:

Exhibit "A"

First Option – Rank for rank

Second Option – Certified actors.

Third Option – The Deputy Fire Chief or Fire Chief may temporarily act as Battalion Chief in situations that would otherwise require mandatory overtime.

Fourth Option – Mandatory rank for rank.

M. Notwithstanding the MOA overtime provisions set forth in subsections A-I above, effective October 12, 2017, the City implemented a dual calculation of overtime for the classifications of Firefighter, Fire Engineer and Fire Captain. The purpose of the dual calculation is to ensure the correct calculation and payment of strict Fair Labor Standards Act ("FLSA") overtime. For the purpose of calculating FLSA overtime, the City will apply a 207(k)-work period of twenty-four (24) days. FLSA overtime is defined as all hours actually worked over 182 in the 24-day work period. FLSA overtime will be calculated at the rate of time and one-half the employee's regular rate of pay, which includes the following special pays: Acting Pay, Bilingual, Education, Haz Mat, Health Insurance Cash-in-Lieu, Paramedic, Standby, Station 1 Captain, and USAR. FLSA overtime required by this subsection shall be calculated in accordance with the FLSA statutory and regulatory regular rate requirements.

ARTICLE 2149 - EMERGENCY CALL BACK

- A. Firefighters, Engineers and Captains who are unexpectedly called back to work after completing their shift and having left the worksite shall be paid a four (4)-hour minimum guarantee at time and one-half.
- B. Non-safety personnel shall receive a minimum of four (4) hours at time and one-half for emergency call back or time and one-half for hours actually worked, whichever is larger.
- C. Employees who are called back as defined above shall receive the minimum provided by this article or pay for the work performed, whichever is larger.

~~D. — Battalion Chiefs who are unexpectedly called back to work after completing their shift shall be paid the shift coverage stipend of 1.275% for actual time worked but do not receive a call back minimum.~~

Effective upon Council Adoption, Battalion Chiefs who are unexpectedly called back to work after completing their shift and having left the worksite shall be paid a four-(4) hour minimum at the shift coverage stipend rate of 1.5% for the four (4)-hour minimum or actual time worked, whichever is greater.

ARTICLE 229 - WORK OUT OF GRADE

Non-Safety Employees temporarily assigned to work in a higher classification will receive one step additional pay but in no case more than the top step for the higher classification under the following conditions:

1. The assignment exceeds eight (8) consecutive work~~__~~days in which case the step increase becomes effective on the ninth (9th) work~~__~~day.
2. The person being temporarily replaced is on extended sick or disability leave, or the position is vacant and an examination is pending.
3. Employees not eligible for the step increase (under 10 days) shall receive compensation on the following basis:

<u>Hours Worked</u>	<u>Compensation Earned</u>
0-5 hours, 59 minutes	0
6-11 hours, 59 minutes	1 hour, paid at <u>straight time (ST)</u>
12-24 hours	2 hours, paid at ST

Battalion Chiefs temporarily assigned as the acting Fire Chief on their days off will be eligible for compensatory time off on the following basis:

<u>Hours Assigned</u>	<u>CTO Earned</u>
0-5 hours 59 minutes	0
6 hours – 11 hours 59 minutes	1 hour, paid at ST
12-24 hours	2 hours, paid at ST

ARTICLE 2324 - STANDBY

A. Standby duty is defined as that circumstance which requires an employee so assigned to:

- Be ready to respond immediately to a call for service;
- Be readily available at all hours by telephone or other agreed-upon communication equipment; and
- Refrain from activities which might impair their assigned duties upon call (including alcohol consumption).

A.B. Employees below the rank of Fire Marshal/Battalion Chief on standby shall be compensated one hour's pay for each eight (8) hour incident with a minimum of two (2) hours straight time pay for each assigned standby period.

B.C. The Fire Vehicle Mechanic shall receive thirty-five dollars (\$35.00) for each week-day and forty dollars (\$40.00) for each weekend day and holiday when assigned to standby. For return to work as part of a standby assignment, the City will guarantee either two (2) hours of pay in cash at straight time or pay at time and one half for time actually worked, whichever is greater.

Standby Periods: During Fire Season (typically June-October), whenever fleet is supported by reserve units, or when any other need arises; as mutually agreed upon by the Fire Chief or designee and Fire Vehicle Mechanic.

G.D. The parties agree that employees on standby, as defined above, are waiting to be engaged for purposes of MOA and FLSA overtime.

ARTICLE 242 - EDUCATIONAL INCENTIVE

The City agrees to an educational incentive pay plan with the following provisions:

A. Basic Benefits.

Educational incentive pay shall not start for one (1) year after employment with the City of San Luis Obispo, but credit will be given for approved education obtained prior to that time. The basic benefit will consist of \$46.16 bi-weekly for possession of an A.A., or equivalent degree from an accredited community or junior college; and \$92.31 bi-weekly for a B.A. or equivalent degree from an accredited four-year college or university. Total educational incentive pay shall in no case exceed \$92.31 bi-weekly.

B. Job Related Fields.

Degrees must be in fields which are directly job related and if not, at least thirty (30) semester units leading toward the appropriate degree with a grade of "C" or better must be included.

C. Application and Approval.

Application for the educational incentive pay shall be made by the employee to the ~~department head~~ Fire Chief or designee at least thirty (30) days before the date the payment of the incentive pay is to be effective. Approval of the ~~department head~~ Fire Chief or designee and the Human Resources Director or designee shall be required.

D. Unsatisfactory Performance.

In the event an employee receiving the educational incentive pay is not performing

Exhibit "A"

up to the established standards set for the job, the department head with the concurrence of the City Manager, may suspend payment of the educational incentive pay until such time as the employee's work performance comes up to the standard level, in the opinion of the department head and concurred in by the City Manager.

E. Non-Applicability.

It is the City's intention not to pay the educational incentive for any degree which is required for the position held by the employee. Educational incentives shall not be paid for education received on City time. The education incentive shall be removed if the employee is promoted to a position which does not entitle the employee to such incentive.

F. Tuition and Books.

Employees who have completed their initial probation period may participate in the City's Tuition Reimbursement Program at the current reimbursement rate.

ARTICLE 2523 - UNIFORM ALLOWANCE

- A. Positions designated by the Fire Chief that are required to wear an approved uniform to promote the Department's public image shall receive an annual allowance of \$1,000 paid semi-annually to be spent on the purchase and maintenance of department-approved uniforms. Said allowance shall be paid directly to each eligible employee on the first full pay period of July and of January. Positions designated by the Fire Chief as only requiring occasional usage, such as the Fire Vehicle Mechanic, shall receive \$500 paid semi-annually to be spent on the purchase and maintenance of department-approved uniforms. Said allowance shall be paid directly to each eligible employee on the first full pay period of July and of January.

The Fire Chief or his/her/their designated representative shall conduct an inspection at least once a year to ensure that each employee has the minimum number of uniforms and that all uniforms meet department standards regarding safety and appearance. Employees whose uniforms do not meet standards may be subject to disciplinary action.

- B. A uniform allowance cash advance of one (1) year will be given to new employees for purchase of their uniforms. If the employee severs employment with the City or is terminated within one (1) year, the cash advance shall be deducted from the employee's last paycheck.
- C. Where thise aAgreement refers to uniform standards, it shall mean the following: The Fire Chief shall establish and maintain a set of standards for the maintenance, care and wearing of employee uniforms. Such standards shall be on file in the Fire Chief's office, in each fire station, and in the Human Resources Director's office.
- D. Employees will be responsible to purchase and maintain health/fitness clothes, including appropriate athletic footwear. Appropriate health/fitness clothing will be determined through agreement between the Union and the Department.

E. Damaged Uniform Reimbursement

1. The City shall reimburse the cost in excess of ten (\$10.00) dollars, for repairing or replacing Department approved uniforms which are damaged within the course of employment. No reimbursement shall be made if the damage was due to negligence on the part of the employee. At the time of damage, the employee will submit a report documenting where and how the uniform was damaged.
2. The Fire Chief shall determine the use and extent of wear of damaged items. Replacement amounts shall be prorated. The Department will establish administrative regulations consistent with this section.

F. The City will bear any additional costs resulting from City mandated changes in required uniform items during the term of this agreement.

ARTICLE 264 - FIRE VEHICLE MECHANIC TOOL ALLOWANCE

The Fire Vehicle Mechanic classification is eligible to receive a tool allowance of \$1,000 per year for tool replacement, tool purchase, and/or tool updates. The allowance will be included in the employee's first full pay period in January each calendar year. Eligible employees hired after the annual tool allowance is provided, will receive a prorated tool allowance, based on ~~his/her~~their start date.

ARTICLE 275 - INSURANCE

A. Health Flex Allowance

Employees electing medical coverage in the City's plans shall receive a health flex allowance, as defined by the Affordable Care Act ("ACA") and shall purchase such coverage through the City's Section 125 Plan "Cafeteria Plan". If the health flex allowance is less than the cost of the medical plan, the employee shall have the opportunity to pay the difference between the health flex allowance and the premium cost on a pre-tax basis through the City's Cafeteria Plan. If the premium cost for medical coverage is less than the health flex allowance, the employee shall not receive any unused health flex in the form of cash or purchase additional benefits under the Cafeteria Plan. Less than full-time employees shall receive a prorated share of the City's contribution. The current monthly health flex allowance shall be:

Employee Only	\$ <u>585539.00</u>
"Grandfathered" Employee Only	\$ 892.00 (with no cash back)
Employee Plus One	\$1, <u>157066.00</u>
Family	\$1, <u>566442.00</u>

Employees hired prior to October 18, 2016 that elect employee only medical coverage will receive the health flex allowance listed above for employee only "grandfathered" coverage. If the premium cost for medical coverage is less than the health flex allowance, the employee shall not receive any unused health flex in the form of cash.

Effective for the 2023 and 2024 premiums, in December 2018 (for the January 2019 premium), December 2019 (for the January 2020 premium), and December 2020 (for the January 2021 premium), the City's total Cafeteria Plan contribution shall be modified by an amount equal to one half of the average percentage changes for family coverage in the PERS health plans available in San Luis Obispo

County. For example: if three plans are available and the year-to-year changes were +10%, +20%, and -6% respectively, the City's contribution would be increased by 7.54% ($(10\% + 20\% - 6\%) \div 3 = 8\% \times \frac{1}{2}$). The employee only "grandfathered" amount will not adjust.

B. PERS Health Benefit Program

The City has elected to participate in the PERS Health Benefit program. The City shall contribute an equal amount towards the cost of medical coverage under the Public Employee's Medical and Hospital Care Act (PEMHCA) for both active employees and retirees. The City's contribution toward coverage under PEMHCA shall be the statutory minimum contribution amount established by CalPERS on an annual basis. The City's contribution will come out of that amount the City currently contributes to employees as part of the Cafeteria Plan provided to employees in their various MOA's. The cost of the City's participation in PERS will not require the City to expend additional funds toward health insurance beyond what is already provided for in the various bargaining agreements. In summary, this cost and any increases will be borne by the employees.

C. Conditional Opt-Out

Employees who at initial enrollment or during the annual open enrollment period, complete an affidavit and provide proof of other minimum essential coverage for themselves and their qualified dependents (tax family) that is not qualified health plan coverage under an exchange/marketplace or an individual plan, will be allowed to waive medical coverage for themselves and their qualified dependents (tax family). The monthly conditional opt-out incentives are:

Opt Out	\$200
"Grandfathered" Opt Out	\$892 (hired prior to 10/18/2016)

Exhibit "A"

The conditional opt-out incentive shall be paid in cash (taxable income) to the employee. The employee must notify the City within thirty (30) days of the loss of other minimum essential coverage. The conditional opt-out payment shall no longer be payable, if the employee and family members cease to be enrolled in other minimum essential coverage. Employees receiving the conditional opt-out amount will also be assessed \$16.00 per month to be placed in the Retiree Health Insurance Account. This account will be used to fund the City's contribution toward retiree premiums and the City's costs for the Public Employees' Contingency Reserve Fund and the Administrative Costs. However, there is no requirement that these funds be used exclusively for this purpose nor any guarantee that they will be sufficient to fund retiree health costs, although they will be used for negotiated employee benefits.

D. Dental and Vision Insurance/Dependent Coverage

Employee's participation in the City's dental and vision plans is optional. Employees who elect coverage shall pay the dental and/or eye premium by payroll deductions on a pre-tax basis through the City's Cafeteria Plan.

E. Long-Term Disability Insurance

Safety employees are covered for Long Term Disability Insurance through the Union's plan. All non-safety employees in this bargaining unit shall be covered under the City's Long Term Disability Insurance Program. Non-safety employees shall pay the LTD premiums by payroll deduction on a pre-tax basis through the City's Cafeteria Plan.

F. Life Insurance—~~Battalion Chiefs~~

Fire Battalion Chiefs:

Fire Battalion Chief's shall have term life insurance coverage in the amount of

Exhibit "A"

Thirty-Five Thousand Dollars (\$35,000). Ten Thousand Dollars (\$10,000) shall be paid by the employee through the City's Cafeteria Plan and Twenty-Five Thousand (\$25,000) shall be paid by the City. The Fire Battalion Chief's life insurance policy includes Accidental Death and Dismemberment coverage in the amount of Thirty-Five Thousand Dollars (\$35,000) paid by the City.

All Other Fire Association Members:

All other Fire Association Members shall have term life insurance coverage in the amount of Ten Thousand (\$10,000) paid by the employee through the City's Cafeteria Plan. Accidental Death and Dismemberment coverage in the amount of Ten Thousand Dollars (\$10,000) shall be paid by the employee through the City's Cafeteria Plan.

G. Representation on a Medical Plan Review Committee

The Union shall actively participate in the Medical Plan Review Committee. Such committee shall review medical plans and may recommend alternative medical plans, including those offered by PERS.

H. Reservation of Rights

During the term of this ~~a~~Agreement, the City reserves the right to modify the terms of the Cafeteria plan and the use of health flex allowance and the conditional opt-out incentive should there be future mandates under the ACA, Cafeteria Plan rules, or the City's obligations under the ACA or other laws. Any action taken in accordance with this reservation of rights will be subject to the meet and confer process.

ARTICLE 286 - VACATION LEAVE

- A. Each incumbent of a forty (40)-hour and fifty-six (56)-hour a week line-item position shall accrue vacation leave with pay at the following rates:

40-hour per week		
Years of Service	Annual Vacation Accrual Days*	Annual Vacation Accrual Hours
0 to 5 years	12 days	96 hours
5 to 10 years	15 days	120 hours
10 to 20 years	18 days	144 hours
20+ years	20 days	160 hours
56-hour per week		
Years of Service	Annual Vacation Accrual Days*	Annual Vacation Accrual Hours
0 to 5 years	7 days	168 hours
5 to 10 years	8 days	192 hours
10 to 15 years	9 days	216 hours
15 to 20 years	10 days	240 hours
20+ years	11 days	264 hours

*One day is equivalent to eight (8) hours for a forty (40)-hour per week line-item position and twenty-four (24) hours for a fifty-six (56)-hour per week line-item position.

- B. An incumbent is not eligible to use accrued vacation leave until after the completion of the sixth calendar month of service since the benefit date.
- C. An employee who leaves the City service shall receive payment for any unused vacation leave.
- D. Department Heads shall be responsible for arranging a vacation schedule, first with the needs of the City as the determining factor and, second, insofar as possible, with the wishes of the employee.

Exhibit "A"

- E. All employees in this unit may accrue a maximum of vacation time not to exceed twice their annual rate.
- F. All employees in this unit are eligible in December, to request payment for up to one hundred and fifty (150) hours of unused vacation leave provided that an employee's attendance practices are satisfactory. If an employee reaches the annual accrual cap before December, the employee will be able to request vacation payment one other time during the year, in addition to the December cash out. However, no more than one hundred and fifty (150) hours of unused vacation leave will be paid out in any calendar year.
- G. Vacation Use (Firefighters, Fire Engineers, Fire Captains):
1. Vacation shall be selected by seniority based on shift assignment for shift employees and by seniority for non-shift employees. The employee with the most seniority shall select first, with the following choices made in descending order of seniority.
 2. First choice vacation shall be made during November/December each year. The first choice shall be a minimum of four (4) shifts off within one (1) cycle.
 3. Employees have the right to two (2) employees off on vacation per shift; except on New Year's Day only one employee shall have the right to be off on vacation. On Christmas, Christmas Eve, and Thanksgiving holidays no vacation will be granted that results in a mandatory of personnel. Additional vacation slots may be available if personnel are available to fill the shift without causing mandatory overtime.
 4. Employees have the right to unscheduled vacation as provided in the current departmental [Operations Manual \(G.O. 204.01\)-Policies and Procedures.](#)

Leave, 4200.

4-5. Time off by Battalion Chiefs is not included in the determination of the number of employees on vacation per Section G (4) above.

5-6. If an employee's first choice vacation is changed by direction of the department, such change shall not cause an employee to lose vacation that may be accrued above twice the annual rate maximum. In this case, the employee will have the ability to cash out their vacation per Section F above.

6-7. If an employee must cancel vacation for good reason, as defined by management, the employee will have the ability to cash out their vacation per Section F above.

7-8. Employees may cancel scheduled vacation for any reason with a minimum of fifteen (15) days advance written notice to the Fire Chief or his/her/their designated representative. Maximum vacation accruals will not be waived for vacation canceled pursuant to this section.

8-9. Any cancelled scheduled vacations will continue to be available for re-selection by other employees.

Departmental General Operations 204.07 Policies and Procedures, Leave 4200. shall be modified as follows:

If approval is granted for vacation cancellation, the Battalion Chief on the shift affected will make notification of the dates available to the platoon via computer by using the Vacation Selection Program. All selections made from the cancelled days will be recognized as scheduled vacation. Filling the cancelled day will start with the next person below on the seniority list (person below the person who is canceling). Filling the cancelled days will continue until all the days have been filled or all personnel on the shift have been able to review and select the remaining

available cancelled days.

~~If approval is granted for vacation cancellation by the Fire Chief, the Battalion Chief on the shift affected will direct the appropriate Captain to make notification of the dates available to the platoon. Selection of available dates will be handled as a second choice vacation pick, selection may consist of any or all days remaining available. All selections made from the cancelled days will be recognized as scheduled vacation. Filling the cancelled days will start with the next person below on the seniority list (person below the person who is canceling). Filling the cancelled days will continue until all the days have been filled or all the personnel on that shift have been able to review and select the remaining available vacation shifts.~~

1. Coordination of the Battalion Chief's first, second and third choice vacation selection will be carried out by the Fire Chief. Battalion Chiefs will make their written scheduled vacation requests during the November 1st to December 30th period and will coordinate the availability of one (1) Battalion Chief between themselves. Battalion Chief scheduled vacation selections will not be based on shift employees' vacations. The Fire Chief or Deputy Fire Chief will consider and approve the request.
2. Unscheduled vacations will be made in writing to the Fire Chief or Deputy Fire Chief and will require the availability of one Chief Officer and relief personnel which may include voluntary overtime. All unscheduled vacations must be approved by the Fire Chief or Deputy Fire Chief. ~~{Mandatory overtime is not allowed for unscheduled vacation.}~~
3. If an employee's scheduled vacation is changed by direction of the department, such change shall not cause an employee to lose vacation. In this case, the employee will be able to exercise the ability to cash out their vacation per Section F above.

Exhibit "A"

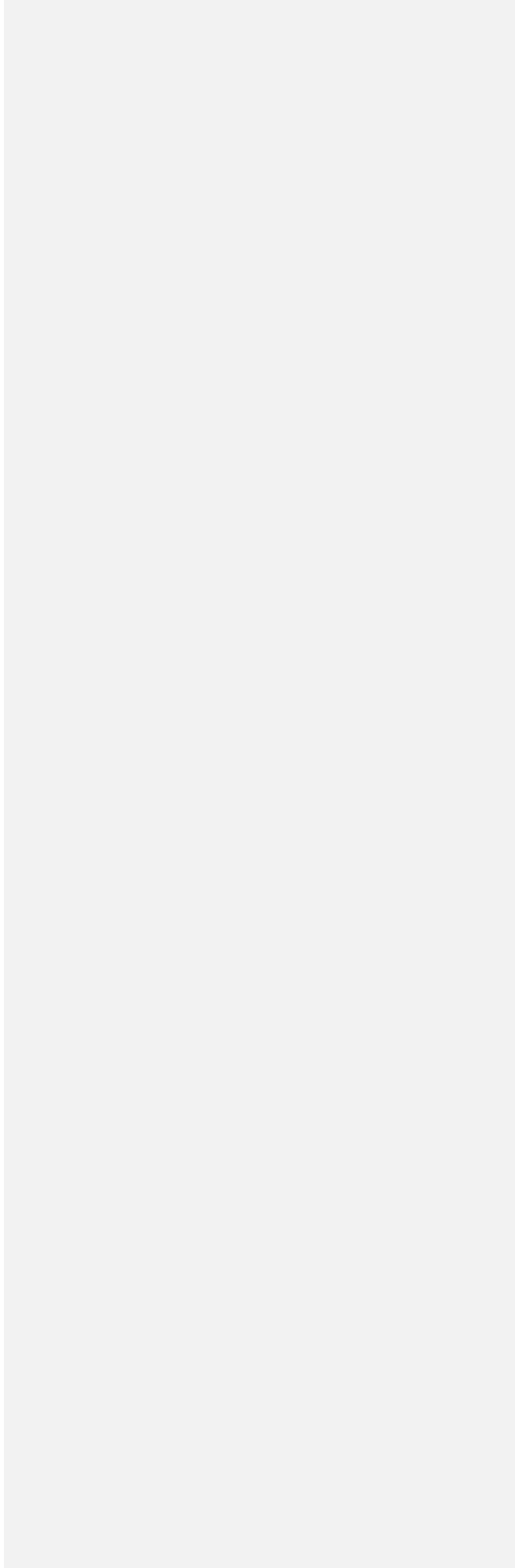


Exhibit "A"

ARTICLE 27 – LEAVE OF ABSENCE

ARTICLE 298 - HOLIDAYS

A. The following days of each year are designated as paid holidays:

- January 1 - New Year's Day
- Third Monday in January - Martin Luther King Day
- Third Monday in February - President's Day
- Last Monday in May - Memorial Day
- July 4 - Independence Day
- First Monday in September - Labor Day
- November 11 - Veteran's Day
- Fourth Thursday in November - Thanksgiving Day
- Friday after Thanksgiving
- December 25 - Christmas
- One-half day before Christmas
- One-half day before New Year's
- Two Floating (8 hour) Holidays (non-shift employees only)

When a holiday falls on a Saturday, the preceding Friday shall be observed.

When a holiday falls on a Sunday, the following Monday shall be observed.

B. Each employee on 24-hour shift duty shall earn 145.6 hours of holiday leave annually, in lieu of fixed holidays. The holiday leave shall be advanced to the employee effective the payroll period that January 1st falls within. Such holiday leave may be taken off by the employee as provided in the current departmental [Operations Manual \(C.O. 204.03\)-Policies and Procedures, Leave, 4201.](#)

Each calendar quarter, an employee has the option of receiving payment for one-fourth (1/4) of ~~his/her~~their advanced holiday leave. Any holiday leave remaining as of December 31st of each year will be paid to the employee at the straight time rate the payroll period that January 1st falls within.

Exhibit "A"

If an employee terminates for any reason, having taken off hours in excess of ~~his/her~~their prorated share, the value of the overage will be deducted from the employee's final paycheck.

- C. Floating (~~8-eight~~ hour) holidays for non-shift employees shall be accrued on a semi-monthly basis and added to the vacation accrual. Use, carry-over, accumulation, etc., of such vacation shall be subject to the same rules and procedures that cover all accrued vacation.

~~Effective January 2019, T~~ the two (2) floating holidays (16 hours) for non-shift employees will be provided in a floating holiday leave bank the pay period that January 1st falls within rather than being accrued on a semi-monthly basis. Employees will have the ability to use floating holiday leave hours at any point during the calendar year. Unused floating holiday leave will not be carried over year to year but can be taken through December 31st of each year.

If an employee terminates for any reason, having taken off hours in excess of ~~his/her~~their prorated share of the floating holiday, the value of the overage will be deducted from the employee's final paycheck.

ARTICLE 3029 - BEREAVEMENT LEAVE

At each employee's option, absence from duty due to the death of a member of the employee's immediate family, meaning spouse/domestic partner, child, brother, sister, parent, parent-in-law, step-parent, step-brother, step-sister, grandparent, or any other relative living in the same household, provided such leave as defined in this section shall not exceed 40 hours for a 40-hour week line-item position or fifty-six (56) hours for a fifty-six (56) hour week line-item position ~~five (5) working days or the shift equivalent (56 hrs.)~~ from each incident. The employee may be required to submit proof of relative's death before being granted sick leave pay. False information given concerning the death of relationship shall be cause for discharge.

ARTICLE 310 - SICK LEAVE

Sick leave is governed by Section 2.36.420 of the City's Municipal Code. Each incumbent of a line-item position shall accrue sick leave with pay at the rate of twelve (12) days (96 hours) or the shift equivalent (134.4 hours) per year of continuous service since the benefit date.

Upon retirement the employee may choose: 1) a payout of the employee's accumulated sick leave balance based on years of service according to the following schedule, 2) to convert a portion or all of the employee's sick leave balance to service credit in accordance with CalPERS regulations, or, 3) a combination of these two (2) options.

Upon termination by death of the employee a percentage of the dollar value of the employee's accumulated sick leave will be paid to the designated beneficiaries according to the following schedule:

1. Death unrelated to the job - 50% Such payment shall be made within seventy-two (72) hours of notice to the City of an employee's death.
2. Retirement and actual commencement of PERS benefits:
 - a. After ten (10) years of continuous employment (for all employees except Battalion Chiefs) - 10%
 - b. After twenty (20) years of continuous employment (for all employees except Battalion Chiefs) - 15%
 - c. After twenty (20) years of continuous employment (Battalion Chiefs only) – 20%
 - d. After twenty-five (25) years of continuous employment (Battalion Chiefs only) – 25%
 - e. After thirty (30) years of continuous employment (Battalion Chiefs only) – 30%
3. Job-related death or job-related disability retirement and actual commencement of PERS benefits (for all employees except Battalion Chiefs) - 75% with a maximum of 1000 hours payoff (75% of 1333.3 accrued hours.)

Exhibit "A"

4. Job-related death or job-related disability retirement and actual commencement of PERS benefits (for Battalion Chiefs only) - 50% with a maximum of 750 hours payoff (50% of 1,500 accrued hours-). Any balance of sick leave that remains after payoff will be forfeited. Sick leave cannot be used to postpone the effective date of an industrial disability retirement.

ARTICLE 324 - FAMILY LEAVE

- A. An employee may use up to forty-eight (48) hours (67.2 hours for shift employees) of sick leave per calendar year if required to be away from the job to personally care for a member of his/her/their family.
- B. An employee may take up to seven (7) days (56 hours) of sick leave per calendar year or the shift equivalent (78.4 hours) if the family member is part of the employee's household and is hospitalized. The employee shall submit written verification of such hospitalization.
- C. For purposes of this article, a family member is defined as spouse or registered domestic partner, child, brother, sister, parent, parent-in-law, step-parent, step-brother, step-sister, grandparent, or any other relative as defined by Labor Code Section 233 and/or Assembly Bill 1522.
- D. The amounts shown in A, B, and C above are annual maximums, not maximums per qualifying family member.
- E. In conjunction with existing leave benefits, unit employees with one year of City service who have worked at least 1,250 hours in the last year may be eligible for up to twelve (12) weeks of Family/Medical Leave within any twelve (12)-month period. Family/Medical leave can be used for:
- A new child through birth adoption or foster care (maternal or paternal leave).
 - A seriously ill child, spouse or parent who requires hospitalization or continuing treatment by a physician.
 - Placement of an employee's child for adoption or foster care.
 - A serious health condition which makes the employee unable to perform the functions of his or her position.

Exhibit "A"

This leave shall be in addition to leave available to employees under the existing four ~~(4)~~-month Pregnancy Disability Leave provided by California law. Paid leave, if used for family leave purposes or personal illness, will be subtracted from the ~~twelve (12)~~ weeks allowed by the Family/Medical Leave Program. Employees must use all available sick, vacation, compensatory time, holiday, and administrative leave prior to receiving unpaid Family/Medical Leave.

Employees on Family/Medical Leave will continue to receive the City's contribution toward the cost of ~~health-medical~~ insurance premiums or will continue to receive the conditional opt out amounts, whichever is applicable. ~~Only City~~No other group health insurance premiums will be paid by the City.

If an employee does not return to work following Family/Medical Leave, the City may collect the amount paid for health insurance by the City during the leave. There are two exceptions to this rule.

1. The continuation of a serious health condition of the employee or a covered family member prevents the return.
2. Circumstances beyond the employee's control. Further details on Family/Medical Leave are available through the City's ~~"Guide to Family/Medical Leave Program"~~Family and Medical Leave Policy.

ARTICLE 332 - WORKERS' COMPENSATION LEAVE

Any employee who is absent from duty because of on-the-job injury in accordance with state workers' compensation law and is not eligible for disability payments under Labor Code Section 4850, shall be paid the difference between ~~his~~-~~their~~ base salary and the amount provided by workers' compensation law during the first ninety (90) business days of such disability absence.

If an employee is eligible for Total Temporary Disability benefits after exhausting 4850 or salary continuation as defined in the paragraph above, the employee will receive such payment directly from the City's workers' compensation administrator and will only be able to supplement pay with accrued sick leave.

ARTICLE 343 - MODIFIED WORK ASSIGNMENT

A modified work assignment is generally administrative in nature and may require the individual to sit at a desk, operate a computer, drive a vehicle, and engage in minimal walking. The employee may receive work assignments in one or more of the Department's program areas: Administration, Training, Hazard Prevention, Technical Services, Disaster Preparedness, Emergency Response, or Communications. The schedule is typically forty (40) hours a week with the employee working under the supervision of the Fire Chief, Deputy Fire Chief, or a Battalion Chief. Depending upon the employee's limitations, abilities, and the needs of the Department, ~~s/he/they~~ may be assigned to shift work. There are two methods for placing a person on modified duty:

1. At the employee's request during a recovery period (minimum of two weeks) due to an off-duty injury or illness.
2. At the request of the City because of a Worker's Compensation injury.

Off-Duty Injury - An employee notifies the Fire Chief that ~~s/he/they~~ would like to be placed on a forty (40)-hour modified duty administrative work assignment. The Fire Chief, or designee, would review the temporary modified work restrictions provided by the employee's doctor. The Department typically has a variety of tasks that a person might be assigned to work on. In accordance with past practice, as long as a legitimate modified work assignment is available (minimum of two weeks), the Fire Chief will accommodate this request.

Worker's Compensation Injury - An employee is on Worker's Compensation injury leave and is provided temporary modified work restrictions and the Fire Chief or designee knows of a possible modified work assignment. The Fire Chief, or designee, would notify the employee of the modified work assignment available. Employees on Worker's compensation certified by a doctor for a modified work assignment may lose benefits if they refuse available modified work assignment based on Worker's compensation law.

~~If and when Once~~ an employee is released to modified/light duty, a ~~Personnel Action Pay~~

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Change Form is initiated and all leave balances (Holiday, Vacation, Sick Leave, etc.) are changed to reflect a forty (40)-hour work week. If modified duty is offered, it will commence the start of a pay period. It should be noted that any leave taken during this ~~light~~modified-duty period is taken at the forty (40)-hour work week accrual rate and no FLSA is given.

~~To ensure all FLSA provisions are met, the hours previously worked in the pay period will be reviewed with the employee prior to setting up the work schedule. Once the employee has received a doctor's release to return back to full -duty, the Fire Chief or designee will determine the date the employee can return back to their regular assignment, and it has been approved by the Fire Chief, the employee will return to their appropriate shift on their next scheduled work day, assuming this return schedule does not trigger overtime in excess of regular FLSA overtime. If excess overtime would be triggered, the employee will return to work on the earliest date that will not trigger excess overtime.~~

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ARTICLE 354 - SAFETY

The Union and the City agree to address Departmental and citywide safety concerns through the City's Safety Committee and the Communication Process outlined in Article 7.

ARTICLE 365 - RETIREMENT

A. PERS Contracts

1. **"Classic Members First Tier"** sworn members hired before July 1, 2012 and non-sworn members hired before December 6, 2012.

The City agrees to provide the Public Employees' Retirement System's (PERS) Safety 3% at age 50 plan to all sworn personnel and the 2.7% at age 55 plan to all non-sworn personnel. The 3% at age 50 plan includes the following amendments: Post Retirement Survivor Allowance, conversion of unused sick leave to additional retirement credit, the 1959 Survivor's Benefit, one-year final compensation, Military Service Credit, and Pre-Retirement Optional Settlement 2 Death Benefit. The 2.7% at 55 plan includes the following amendments: 1959 survivor's Benefit, conversion of unused sick leave to additional retirement credit, one-year final compensation, Military Service Credit and Pre-Retirement Optional Settlement 2 Death Benefit.

2. **"Classic Members Second Tier"** sworn members hired on or after July 1, 2012 and non-sworn members hired on or after December 6, 2012.

The City agrees to provide the PERS Safety 3% at age 55 plan to all sworn personnel and the 2% at age 60 plan to non-sworn personnel using the highest three year average as final compensation. The 3% at age 55 plan includes the following amendments: Post Retirement Survivor Allowance, conversion of unused sick leave to additional retirement credit, the 1959 Survivor's Benefit, Military Service Credit, and Pre-Retirement Optional Settlement 2 Death Benefit. The 2% at age 60 plan includes the following amendments: 1959 survivor's Benefit, conversion of unused sick leave to additional retirement credit, Military Service Credit, and Pre-Retirement

Optional Settlement 2 Death Benefit.

3. **"New Members Third Tier"** sworn and non-sworn employees hired after January 1, 2013. PERS determines who are "New Members" within the meaning of the California Public Employees' Pension Reform Act (PEPRA).

The City will provide the PERS 2% at age 57 retirement plan for sworn personnel and 2% at age 62 retirement plan for non-sworn personnel, using the highest three-year average as final compensation.

B. Member Contributions

1. **"Classic Members First and Second Tier"**

Effective the first full pay period in July 2013, employees began paying the full member contribution required under the plan for first and second tier sworn (9%) and non-sworn (8% and 7% respectively) personnel and the City discontinued its payment of the member contribution. For purposes of this Article, employee contributions are based on salary and special compensation as defined by PERS.

Effective the first full pay period in July 2019, all sworn and non-sworn personnel shall contribute 1.5% in addition to the employee contribution defined in the paragraph above. Effective the first full pay period in July 2020, all sworn and non-sworn personnel's additional contribution shall increase to 3%, in addition to the employee contribution defined in the paragraph above. These additional contributions are in accordance to the provisions of AB 340, §7522.30 and §20516.

All of the employee contributions are made on a pre-tax basis as allowed under Internal Revenue Service Code Section 414 (h) (2).

2. **"New Members Third Tier"**

Effective on their date of hire, new members will pay 50% of the normal cost, as determined by PERS.

Effective the first full pay period in July 2019, all sworn and non-sworn new members shall contribute 1.5% in addition to the employee paying 50% of the normal cost. Effective the first full pay period in July 2020, all sworn and non-sworn employees' contribution shall increase to 3%, in addition to the employee paying 50% of the normal cost. These additional contributions are in accordance to the provisions of AB 340, §7522.30 and §20516.

All of the employee contributions are made on a pre-tax basis as allowed under Internal Revenue Service Code Section 414 (h) (2).

~~C. Contract Amendment with PERS~~

~~A. The Union will establish a retiree medical plan administered by the Peace Officers Research Association of California (PORAC), herein after referred to as the Retiree Medical Trust or the Trust, and the cost of establishing the Trust shall be at no cost to the City. The City is not a party to the Trust and has no obligations for securing or maintaining the tax-exempt status of the Trust, regulatory compliance, or for the management or performance of the Trust. The City's only obligation under this Article is to transfer employee contributions in accordance with this Article to the custodian of the PORAC Retiree Medical Trust.~~

~~B. Contributions to the PORAC Retiree Medical Trust:~~

~~1) Employer Contributions. The City shall make no contributions to the Trust.~~

2) Employee Contributions. The City shall withhold a mandatory employee contribution of \$50 semi-monthly (24 pay periods per year) for each employee represented by the Union as referenced in Article 2 - Recognition, on a pre-tax basis subject to applicable federal tax laws. As each employee will contribute the same predetermined dollar amount, no employee election forms designating the amount will be needed, allowed or requested; and there shall be no employee election either to make the employee contribution, or to determine the amount of the contribution. The City shall remit the required employee contributions semi-monthly, in one check to the custodian of the PORAC Retiree Medical Trust.

In the event that an employee does not have sufficient earnings to pay the pre-tax deduction in any given pay period, the employee's contribution will be made only up to the amount of the employee's earnings for that pay period.

C. The City will comply with reasonable procedural rules set by the Trust Office with regard to reporting and transferring the employee contributions set forth above, typically involving providing the Trust Office with the name, social security number and amounts transferred for each employee. In the event the reporting requirement of the Trust requires reporting beyond that which the City typically provides for other similar purposes (e.g. health insurance), the City will require the Union to pay for any costs related to programming or producing such reports. Prior to engaging in any activity that could result in such an expense, the City will notify the Union.

The City will cooperate with the Trust in allowing a payroll audit only for the purpose of ascertaining if the proper amount of contributions has been made.

D. The Union agrees to defend, indemnify and hold harmless the City, and each of

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the City's elected officials, officers, employees and agents, against any claims, actions, causes of action, legal proceedings or liabilities of any kind or nature which may arise as a result of the operating of the Trust, except for the obligation of the City to make and report the non-elective transfer of employee contributions as described above in Paragraph B(2).

E. The monies contributed to the Trust fund shall only be used for retiree health insurance premiums or health care expenses, as allowed by law. There shall be no available employee election or option not to make required contributions or to withdraw any contributed amounts in unrestricted cash.

F. The purpose of this Trust shall be to provide for retiree health care expense reimbursement benefits. The Trust shall be and remain separate and apart from any of the City health insurance funding programs.

G. Further, the Union shall have the option to direct the City to further increase the employee contribution transfer amount. The Union may not increase the employee contribution rate more than once per calendar year.

H. Employees who participate in the Trust assume the entire risk from any investment gains or losses associated with these funds or other decline in their value. Nothing contained in this Side Letter shall constitute any representation or guarantee by the City that the assets of the Trust will be sufficient to pay any benefit to any person or to make any other payment during an employee's life expectancy after retirement. Payments to be paid from the Trust are governed by and restricted to the terms and conditions of the Trust Plan adopted by the Board of Trustees for the Trust.

I. This Article is not subject to the normal grievance process outlined in the MOA. Any disputes related to the City's fulfilment of its obligations under this Article shall be resolved as follows:

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- 1) Only the Union and not individual employees can grieve disputes related to this Article.
- 2) The only issues that are subject to this modified grievance procedure are the City's fulfilment of its obligations under this Article or whether an issue is subject to this modified grievance procedure.
- 3) If there is a dispute about whether the City has fulfilled an obligation under this Side Letter or whether an issue is subject to this modified grievance procedure, the Union may, within fifteen business days of the occurrence of the dispute, submit a grievance in writing to the City Manager. The City Manager will review the dispute, conduct or have conducted, any investigation the City Manager deems appropriate or necessary, and, within fifteen business days of receiving the grievance, meet with the Union to attempt to resolve the dispute.
- 4) The City Manager will issue a decision in writing regarding the dispute within five business days of meeting with the Union. The City Manager's decision will be final unless the Union seeks a review of the decision in accordance with the procedures outlined in Article 10 Grievance Procedure, Paragraph F of the MOA for review of employee grievances.

ARTICLE 386 - HOURS

- A. Employees assigned to a twenty-four (24)-hour shift schedule, shall work a shift schedule which, over a period of one year, shall average approximately fifty-six (56) hours per week.

For purposes of illustration only, a copy of the shift schedule pattern is set forth in Appendix B.

The Department shall give no less than fifteen (15) days' notice prior to changing a shift assignment for non-emergency reasons.

A work shift is defined as a work period of twenty-four (24) hours, commencing at 0800 hours and continuing until the next day, ending at 0800 hours (8 a.m. to the following 8 a.m.)

Within each work shift the work day will be from 0800 to 1700 hours. The work day will be divided as follows:

08:00 – 12:00	Captain's Priority
12:00 – 13:00	Lunch
13:00 – 17:00	Chief's Priority/Captain's Priority

The intent of Captain's Priority is to create a productive schedule providing latitude for necessary classes, rewards and individual's priorities. Included in Captain's Priority is vehicle and station maintenance, fitness training and Captain's projects 8-12 daily. Holidays and weekends are also Captain's Priority times. In the event a Chief's priority needs to be scheduled during Captain's priority time, every effort will be taken to provide an equal amount of Captain's priority time on that shift or the earliest available shift.

- B. Shift Exchange - The Fire Chief or his/her/their representative may authorize

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employees covered by this Agreement to exchange shift assignments with other department employees of equal rank or qualifications for the position. Anyone working more than 72 consecutive hours must contact the Battalion Chief for confirmation that reasonable rest has been achieved.

- C. Vacation Exchange - The Fire Chief or ~~his/her representative~~ designee may authorize employees covered by this Agreement to exchange vacation leave with other department employees of equal rank or qualifications for the position.
- D. Early Relief - The Fire Chief or ~~his/her representative~~ designee may authorize employees covered by this Agreement to relieve another department employee of equal rank or qualifications for the position prior to the end of the scheduled shift.

ARTICLE 397 - HEALTH/FITNESS

The City, the Department and the Union are desirous of implementing measures to promote the well-being of employees and reduce the incidents of preventable accidents, illnesses, and disabilities, and have, and shall continue to, work cooperatively to encourage and develop an appropriate program to enhance physical fitness and health and to establish required physical standards to be met by all employees. The parties have agreed to implement the physical fitness program outlined in the "Health and Fitness Maintenance Program".

The Union recognizes that it is the policy of the City to hire non-smokers in the Fire Department. The Union further recognizes there is a fire department policy concerning smoking in departmental facilities and vehicles. The parties agree that smoking poses health risks to non-smokers as well as smokers.

ARTICLE 4038 - SALARY SURVEY CITIES

Cities to be used for review of salaries shall include:

- Davis
- Monterey
- Napa
- Petaluma
- Pleasanton
- Salinas
- Santa Barbara
- Santa Cruz
- Santa Maria

It is agreed that, during the negotiations to produce a successor Agreement, either party may propose changes to the above list of cities. A revised, mutually agreed upon list, may be used during the negotiations to produce a successor Agreement.

ARTICLE 4139 - LAYOFFS

In accordance with Personnel Rule 2.36.280, the City Council of San Luis Obispo shall determine when layoffs are to occur. The Human Resources Director shall be responsible for the implementation of a layoff order of the City Council in accordance with the procedures outlined below:

- A. After determining a layoff is needed within the Union, the order of layoffs shall be as follows:
1. Temporary and contract employees, in the order to be determined by the appointing authority;
 2. Probationary employees (promotional probation excluded), in the order to be determined by the appointing authority;
 3. For regular employees within the Union, layoffs shall be governed by seniority and job performance. Seniority is established by time in service within the Union. That is, the last employee hired into the bargaining unit shall be the first employee laid-off. Job performance categories shall be defined as follows.

Category 1:

Performance that is unsatisfactory, below standard, needs improvement, unacceptable or does not meet minimum standards.

Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the lowest two categories of the performance appraisal report.

Category 2:

Performance that is competent, superior, meets expectations, meets performance standards, exceeds performance standards and expectations, or is outstanding.

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Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the top two to three performance categories of the performance appraisal.

A regular employee being laid off shall be that employee with the least seniority in the Union and who is in the lowest job performance category. Employees in Category 1 with the lowest seniority will be laid off first, followed by employees in Category 2. Should the two performance evaluations contain overall ratings that are in the two different categories as defined above, the third most recent evaluation overall rating shall be used to determine which performance category the City shall use in determining order of layoffs.

4. Transfer to another department in lieu of layoff is authorized, upon approval of the department heads, if there is a vacancy and the employee meets the minimum job requirements.

B. Laid-Off Employees on Re-employment List

1. The names of employees who have been laid-off shall be placed on the appropriate Re-employment List. The recall of employees will be in reverse order of layoff, depending upon City requirements.
2. Names of employees laid-off shall be placed on a re-employment list for a period of two years. They will be offered re-employment only once before being removed from the list for the job they held before being laid-off. Re-employment lists shall be used for filling those classes requiring substantially the same minimum qualifications, duties and responsibilities of the class from which the layoff was made.

C. Appointment of Laid-Off Employees to Vacant Class

1. An appointing authority may, with the approval of the Department Head and

Exhibit "A"

the human resources Director and in agreement with the employee, appoint an employee who is to be laid-off to a vacancy in a vacant class for which ~~he or she is~~they are qualified. ~~He/she~~They will still remain on the re-employment list for the job from which ~~he/she~~they were laid-off.

- D. Employee Reassignments (bump back procedure) for IAFF Local 3523
1. Employees who have been promoted during their service with the City may bump back in their career series to a position they formerly held, if there is an employee in the lower classification with less seniority than the employee who wants to bump back. Seniority for the purpose of this section shall mean time in service, as a regular employee, within the Union. For example, an employee attempting to bump back to Engineer from Captain would utilize ~~his/her~~their combined time within the Union, ~~F~~Firefighter, ~~E~~Engineer, or ~~C~~Captain, in determining whether or not ~~he/she~~they had more seniority than an individual in the Engineer classification. The intent is to have the last person hired into the Union be the first person to be laid-off.
 2. Reassignment rights may be exercised only once in connection with any one layoff and shall be exercised within twenty (20) calendar days from the date of the notice of the layoff, by written notice from the employee.
 3. The bumping right shall be considered exercised by the displacement of another employee with lesser total seniority or by the acceptance of a vacant position in the class with the same or lower salary.
 4. Employees who are reassigned (bump back) are to be placed on an open re-employment list for the position they have vacated.
 5. Employees on layoff shall be offered re-employment in the inverse order of layoff, provided no intervening factors have occurred which essentially change the ability of the employee to perform the offered employment.
- E. The City will notify recognized employee organizations of the effective date of any reduction in force concurrent with the notice to the affected employee(s) pursuant

to F, below.

F. Notice of ~~U~~Layoff to Employees

1. An employee to be laid-off shall be notified in writing of the impending action at least thirty (30) calendar days in advance of the effective date of the layoff. The notice shall include the following information.
 - a. Reason for layoff.
 - b. Effective date of layoff.
 - c. Employee rights as provided in these rules.

G. Removal of Names from Re-employment Lists

1. The ~~H~~uman ~~R~~esources Director may remove an employee's name from a re-employment list if any of the following occur:
 - a. The individual indicates that ~~he/she~~they will be unable to return to employment with the City during the life of the list; or
 - b. The individual cannot be reached after reasonable efforts have been made to do so. The City shall utilize certified mail when contacting individuals; or
 - c. The individual refuses one re-employment offer at ~~his/her~~their previous job. Individuals shall have ten (10) days to respond to the offer of re-employment and an additional thirty (30) days to return to work.

H. Employee Rights and Responsibilities

1. In addition to others identified herein, employees affected by these procedures shall have the following rights:
 - a. Through prior arrangement with ~~his/her~~their immediate supervisor an employee who has been notified of ~~his/her~~their impending layoff shall

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be granted reasonable time off without loss of pay to participate in a pre-scheduled interview or test for other employment.

- b. An employee who has been laid-off shall be paid in full for ~~his/her~~their unused accrued vacation leave and holiday leave on the effective date of the layoff.
 - c. When an individual is reemployed ~~he/she~~they shall be entitled to:
 - 1) Retain ~~his/her~~their seniority date.
 - 2) Accrue vacation leave at the same rate at which it was accrued at the time of the layoff.
 - 3) Have any unused sick leave reinstated.
 - 4) The same retirement package prior to layoff, assuming that the employee has not withdrawn ~~his/her~~their PERS funds. If an employee has withdrawn funds, ~~he/she~~ they will be reinstated to the retirement package which is currently in effect for all newly hired employees unless the employee notifies PERS within ninety (90) days that ~~he/she~~they wishes to redeposit the withdrawn funds.
2. An individual reemployed into the job from which ~~he/she was~~they were laid off shall be assigned to the same salary range and step ~~he/she~~they held at the time of the layoff. An individual reemployed into a job classification other than the classification from which ~~he/she was~~they were laid off shall be assigned to the salary range of the new classification at the amount closest to the salary ~~he/she~~they earned at the time of the layoff.
 3. When an individual has been reemployed after a layoff by bumping back to a lower job classification prior to being laid-off, ~~he/she~~they will be placed on a re-employment list for the higher job classification held prior to bumping back.

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4. A probationary employee who is reemployed shall be responsible for completing ~~his/her~~their probationary time commitment. Similarly, an individual who is reemployed shall complete, upon return to the job, the same work time ~~he/she~~they would have had to work at the time of the layoff to attain a higher vacation leave accrual rate or to become eligible for a salary step increase.

5. The intent of the layoff policy is to have the last hired the first laid off.

ARTICLE 420 - WORK ACTIONS

~~4. The City and the Union understand and agree that p~~Participation by members of the bargaining unit~~an employee~~ in a strike or a concerted work stoppage presents ~~shall be deemed to pose~~ an imminent threat to public health or safety and is therefore unlawful. The City and the Union further understand and agree that the Union will not in any way encourage or support members of the bargaining unit to ~~;~~ furthermore, it shall terminate the employment relation. ~~Provided however that nothing herein shall be so construed as to affect the right of any employee to abandon or to resign his employment.~~

~~Employee-~~The City and the Union further understand and agree that members of ~~any employee organization~~the bargaining unit will ~~shall~~ not be locked out or prevented by management officials from performing their assigned duties when such employees are willing to perform such duties in the customary manner and at a reasonable level of efficiency.

ARTICLE 43 - FIREFIGHTER RECRUITMENT

- A. The Chief, in consultation with the President of the Local 3523, will determine the type of Firefighter recruitment to be conducted (e.g. entry level, lateral, paramedic, etc.) based on the operational needs of the department. A current eligibility list will be maintained and firefighters will go through the approved department academy, as set forth in General Operations 501.03, Policies and Procedures, Training, 2001. Notwithstanding this provision, the parties understand and agree that the Chief reserves full authority to determine the type, scope, and description of the recruitment process.
- B. Firefighter Apprentices or Interns that are on payroll during an active Firefighter recruitment, will be allowed to apply for entry-level firefighter positions. outside the limitation on the number of applications to be accepted. For a given recruitment, if the number of applications received by the City for entry-level firefighter positions is to be limited, the limit will not be less than 100. If a Firefighter Apprentice or Intern does not meet the minimum qualifications before the closing date of the recruitment, the individual, at the discretion of the Fire Chief or designee may receive an oral interview to gain experience but will be unable to be included on the established eligibility list.

All appointments to classifications listed in Appendix "A", including promotional appointments, shall be subject to a probationary period of one (1) year. The probationary period may be extended if further employee evaluation is deemed necessary for up to six (6) months upon the written recommendation of the Fire Chief and the written approval of the Human Resources Director.

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ARTICLE 453 - RESIDENCY REQUIREMENT

All shift personnel must live within one hundred and twenty (120) miles travel distance from the City limits to their permanent residence.

ARTICLE 464 - STAFFING

A. The number of authorized positions in the Fire Department represented by the Local 3523 is three (3) Battalion Chiefs, twelve (12) Fire Captains, fifteen (15) Fire Engineers, fifteen (15) Firefighters, one (1) Fire Vehicle Mechanic, three (3) Fire Inspectors, and one (1) Hazardous Materials Coordinator. The parties recognize a minimum of twenty-four (24) Paramedics within the ranks of Fire Captain, Fire Engineer, and Firefighter, and the authorized staffing for the department. It is further recognized that maintenance of the authorized staffing will be subject to department procedures for recruitment and selection of vacant positions. One Paramedic Captain (included as one of the twenty-four (24) Paramedics) will be assigned per shift. If it becomes necessary for the City to exercise its management right to change those staffing levels, the City acknowledges its responsibility to meet and confer with the Union on the impacts of any such changes.

B. Constant Staffing provides for a mandated minimum of fourteen (14) Firefighters on-duty every day including the Battalion Chief. Nothing in this section precludes the Fire Chief from hiring additional full-time staff to meet Constant Staffing minimum requirements. Mandated overtime will be used to maintain the fourteen (14) per day minimum.

Adjustments to daily staffing: Events and/or community risk levels may require the Fire Chief to increase the mandated minimum staffing level to be maintained.

C. There will be no reserve program implemented during the term of this agreement.

D. The present status of the Apprentice Program does not impact on the bargaining unit integrity. The City recognizes its obligations to meet and confer on any future impacts of the Apprentice Program on the bargaining unit.

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E. In the absence of the Battalion Chief, the Fire Chief or Deputy Chief may act as Battalion Chief as described in ~~Emergency Operations Section 517.00 "Draw Down"~~ Policies and Procedures, Emergency Procedures, 1207.

ARTICLE 475 - SENIORITY BIDDING FOR STATION ASSIGNMENT

A. Intent

Utilize seniority in rank as an empowerment tool for employees in the ranks of Fire Battalion Chief^{BC}, Fire Captain, Fire Engineer, and Firefighter to determine "bid staffing."

B. Definitions

Bid Staffing: The station and shift assignment awarded to an individual based on his/her/their rank and assignments at the time of the bid.

The bid staffing process is defined below. Each member will remain in their selected bid staffing assignment until they choose to utilize their bid for a vacant position, agree to a mutual, or are distributed based on department need as described below.

C. Bid Procedure

In the event of a new permanent Firefighter, Fire Engineer or Fire Captain vacancy and upon determination by the Chief to fill the vacancy, the bid spot shall be declared vacant and available for bid from members of the same rank.

1. Bid selection will be based on seniority in rank using the department's master seniority list.
2. Probationary firefighters will not be included in the bid process until the completion of probation.
3. Each member will only be allowed to accept one bid per 180-day period (once every six months).
4. After a bid has been closed, any remaining vacancies shall not be filled for thirty (30) days.
5. Bid assignments requiring movement from one shift to another will begin

the first day of the first full F.L.S.A. period following selection.

6. An employee's voluntary request to move from one shift to another to fill a vacant bid spot may be granted with less than fifteen (15) days' notice of the start of the FLSA period.

D. Process

1. Battalion Chiefs shall be the first to bid.
2. The President and Vice President of Local 3523 will have the opportunity for the second and third bid selection during each term as president or vice president. Once that bid has been used, future bids during the remaining term will be based on seniority in rank.
3. The remainder of the bid selection will follow department seniority with the most senior member selecting first. The order of selection shall be by rank in the following order: Captains, Engineers, and then Firefighters.
4. Probationary firefighters will not be included in the station selection process until they have completed their probationary period. Upon completion of firefighter probation if their current assignment is vacant, that vacancy will go out to bid selection for the entire department.

E. Mutual Bid

Upon request from two members of equal rank and specialty skill designation for a mutual exchange of their bid assignments, the Battalion Chief, Company Officers, and a union representative of the members making the request shall meet and evaluate the request for approval or denial. If the request for the mutual bid is accepted, those employees involved will have used their one bid for the year. If the request for mutual exchange is denied, the applicants can utilize the IRC for review of that decision.

To ensure equity throughout the entire bid process, mutual transfers are subject to

the following additional requirements:

1. The bid transfer must be effective for a minimum of 12 months.
2. If within that ~~twelve (12)~~-month period either party involved separates or promotes, the remaining party must comply with the following:
 - a. The original station occupied by the person vacating will be put up for bid, and the remaining parties can bid for that position. If the mutual member is unsuccessful in obtaining that bid, then that member returns to ~~his/her~~their previous assignment, and recovers bid rights after the remainder of the ~~twelve (12)~~-month period.

F. Distribution

Each crew will have a Paramedic assigned to it from the ranks of the Engineer or Firefighter. Captains may fill into the paramedic pool if there are not enough Paramedics within the Firefighter/Engineer rank. Each shift will have ~~one of the three~~ Paramedic Coordinators assigned. Paramedic Coordinators will be a minimum 2-year commitment and only vacated voluntarily or as determined by the Fire Chief. The ~~Captain-employee~~ taking the position of Paramedic Coordinator would not be the primary paramedic on their selected crew except for extenuating circumstances (e.g. a shortage of paramedics). Each shift will have paramedics evenly distributed depending on the size of the paramedic pool (example: pool of 24, 8 medics per shift). No bid staffed crews shall have three bid-assigned paramedics if any other crew does not already have two bid-assigned paramedics. ~~Rank then seniority~~ Seniority will be used to determine which personnel are moved to and from crews with paramedic staffing insufficiencies.

Hazardous Materials Team Members will be evenly distributed to ensure at least one Hazardous Materials Team Member is assigned to each shift. Seniority will be used to determine which personnel are moved to and from shifts with Hazardous Material Team Member staffing insufficiencies.

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All corrections to completed bids will take place with the Battalion Chief and a shop steward to make sure that paramedics, paramedic coordinators, and hazardous materials team members are represented on all three shifts.

Individuals bidding for assignment as the Station 1 Captain shall be subject for interview by the Shop Steward and the appropriate Battalion Chief prior to bid selections being finalized.

Individuals working out of grade will work at the station at which the vacancy is occurring. Selection of the individuals who will work out of grade is to remain consistent with existing policies. Vacancies created by promotion or retirements are to be filled by the newly promoted individuals once the bid has been completed.

Administration of the Fire Department recognizes and supports the premise that placing employees at stations of their preference is typically beneficial. The Fire Department Administration needs a degree of flexibility to accomplish the following goal:

1. Allow for mentoring
2. Conflict resolution

Station bid adjustments by Fire Department Administration shall be accompanied by written justification as to the perceived need.

After initial placement, movement of personnel shall be for a maximum period of six months. At the end of this six-month period, the effected personnel shall return to their station of choice, unless otherwise articulated in writing citing reasons for moves for more than six months or for permanent relocation.

Except in extraordinary circumstances no movement of personnel will be initiated during the months of November and December.

When movement of personnel is initiated by the Department and is not due to any fault of the individual(s), the Department will honor all approved time off requests based on prior commitments by the moved employee.

G. Issue Resolution Committee

Intent:

The intent of the Issue Resolution Committee is to resolve staffing issues at the lowest possible level with structured collaboration.

Committee membership:

The Issue Resolution Committee (IRC) will consist of two members from management. The President of Local 3523 will appoint two members from the employee's bargaining unit. A fifth member will be chosen by the above four members. The Fire Chief or the labor President can substitute the members from management and labor, respectively, for cause.

Issue Resolution:

Local 3523, through their Board of Directors, or Fire Department Administration, through the Fire Chief, can bring issues to the Committee. Ideally, the IRC will convene within five business days of receipt of an issue of concern or a question of process. Issues will be decided based on the information presented to the committee. Issues or questions will be considered resolved by a vote of 4 out of 5 committee members.

The IRC will review the overall program as it relates to program and department goals annually or as needed. When appropriate based on the subject matter,

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unresolved issues will be addressed at the next contract negotiations.

The IRC will attempt to resolve issues of a personnel nature, i.e. station placement, or an interpretation of the process, as they come up. If the committee cannot resolve an issue, the Fire Chief will resolve the issue.

By mutual agreement of Local 3523 and Fire Department Administration, this program can be discontinued at any time.

All committee members performing the duties of this committee while off duty will be compensated (at straight time), hour for hour.

ARTICLE 476 - DISCIPLINARY PROCEDURE

A. Purpose

The efficient operation of the San Luis Obispo Fire Department (SLOFD) is dependent on a well-disciplined, cohesive organization. The City and ~~Association~~ Union agree that occasions will occur when an employee's performance and/or behavior must be reviewed in order to ensure that the mission of the department is not adversely impacted. ~~The authority for disciplinary action is outlined in the City of San Luis Obispo's Personnel Rules and Regulations, 2.36.320. The Personnel Rules and Regulations will take precedent if there is a conflict between those Rules and Regulations and this Policy or if not addressed herein.~~

It is the responsibility of the Fire Chief, all Chief Officers, and all Company Officers to maintain discipline and carry out the directive of the department. Any incident or behavior which does not conform to City and Fire Department policies/procedures shall be disciplined in the most appropriate manner.

1. When the Fire Chief or any Chief/Company Officer either observes or is reasonably made aware of an incident that may warrant punitive discipline, ~~he/she/they~~ must first determine whether an investigation is necessary. Prior to conducting an investigation of an incident, the Fire Chief or a Chief/Company Officer should consult with the Human Resources Director, as appropriate. The investigation shall be conducted in a fair, objective and impartial manner under the rules set forth in the "Weingarten Rule".
2. When any employee is under investigation and subjected to questioning interrogation by ~~his or her~~ their commanding officer or any other member of the department that could lead to punitive action, the questioning shall be conducted under the following conditions. For the purpose of this chapter, punitive action means any action that may lead to dismissal, demotion,

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suspension, reduction in salary, permanent written reprimand, or transfer within the Department for purposes of punishment. Transfer within the Department for the good of the Department or a notice to correct are excluded from the definition of punitive.

Section B shall not apply to any questioning of an employee in the normal course of duty, counseling, instruction, or informal verbal admonishment by, notice to correct, or other routine or unplanned contact with, a supervisor or any other employee, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

- a. The questioning shall be conducted at a reasonable hour, preferably at a time when the employee is on duty or during the normal waking hours for the employee, unless the seriousness of the investigation requires otherwise. If the questioning does occur during off-duty time of the employee being interrogated, the employee shall be compensated for any off-duty time in accordance with regular department procedures.
- b. An employee under investigation shall be informed, prior to the investigation interview, of ~~has the right to request~~ the rank, name, and command of the officer in charge of the interview questioning, the questioning officer, and all other persons to be present during the questioning. All questions directed to the employee under questioning shall be asked by and through no more than two investigators at one time.
- c. The questioning session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The person under questioning shall be allowed to attend to his or her own personal physical necessities.
- d. The employee under investigation shall not be subjected to offensive language, or conduct, or threatened with punitive action, except that

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an employee refusing to respond to questions or submit to questionings shall be informed that failure to answer questions directly related to the investigation or questioning may result in termination. No promise of reward shall be made as an inducement to answering any question. The employer shall not cause the employee under questioning to be subjected to visits by the press or news media without ~~his or her~~their express consent nor shall ~~his or her~~their home address or photograph be given to the press or news media without his or her express consent.

- e. The complete questioning of an employee under investigation may be recorded. If the City records the questioning, the employees shall be provided a copy of the tape upon request. The employee being interrogated shall have the right to bring ~~his or her~~their own recording device and record the questioning. If the employee exercises this right, the City shall be provided a copy of the tape upon request.
- f. Employees who have criminal charges pending regarding an incident under investigation ~~will be advised of~~may assert their constitutional ~~and statutory~~ rights ~~at the outset of the disciplinary interview during the investigation~~. Nevertheless, any employee refusing to cooperate in an investigation is subject to disciplinary action including termination.
- g. Employees shall be informed of their right to have a representative present during questioning which may reasonably lead to punitive disciplinary action. A reasonable time to obtain the representative shall be given to the employee. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the employee under investigation.
- h. In accordance with State Law, no employee shall be compelled to submit to a lie detector test against ~~his or her~~their will. No disciplinary

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action or other recrimination shall be taken against an employee refusing to submit to a lie detector test, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the employee refused to take, or did not take, a lie detector test, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the employee refused to take, or was subjected to, a lie detector test. For the purpose of this section, "lie detector" means polygraph, deceptograph, voice stress analyzer, psychological stress analyzer, or any other similar device, whether mechanical or electrical, that is used, or the results of which are used, for the purpose of rendering a diagnostic opinion regarding the honesty or dishonesty of an individual.

- i. No employee shall have ~~their his/her~~ assigned locker or other space for storage searched except 1) in ~~his/her~~their presence, or 2) with ~~their-his/her~~ consent, or 3) where ~~he/she has~~they have been notified that a search will be conducted and has failed to respond within a reasonable timeframe, or notwithstanding the above, or 4) when a valid search warrant has been obtained.

C. Post Investigation/Pre-Discipline Procedure

1. Upon the conclusion of an investigation, those conducting the investigation shall forward the complete investigation to the Fire Chief who in consultation with the Human Resource Director or designee shall determine the level of discipline that is most appropriate. The following constitutes the levels of progressive discipline:

Non-Punitive Corrective Action

- a) Oral counseling;
- b) Oral reprimand with written documentation;

- c) Notice to Correct – one (1) year in file;
- d) Transfer (within the Department) for the good of the Department (i.e. safety, cohesion).

Punitive Discipline

- e) Official Reprimand – permanent;
- f) Suspension/Reduction in compensation;
- g) Transfer (within the Department) for purposes of punishment;
- h) Demotion;
- i) Termination.

Note: Deviations from progressive discipline may occur whenever the circumstances warrant that one or more steps in the progressive disciplinary process be skipped. For example, suspension or termination may occur as the first level of discipline in appropriate circumstances.

~~Disciplinary action will be handled as outlined in 2.36.330 of the Personnel Rules and Regulations~~

- 2. Pre-disciplinary procedures will be in accordance with Sections 2.36.320 and 2.36.330 of the City's Personnel Rules and Regulations.

D. Post-Discipline Appeal Rights

The following appeal procedures are adopted in accordance with Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act (FPBOR) and Section 1100 of the Administrative Procedures Act. The following procedures supersede the disciplinary procedures applicable to members of this bargaining unit under the City's Personnel Rules and Regulations.

1. APPLICABILITY

The term "punitive action" is defined by Government Code §3251(c), as may be amended from time to time, and is currently defined as "any action that may lead to dismissal, demotion, suspension, reduction in salary, written

reprimand, or transfer for purposes of punishment." The term "punitive action" is limited to charges based on events and circumstances involving the employees' performance of their official duties.

2. INFORMAL HEARING PROCEDURE

Pursuant to Government Code § 11445.20, the following informal hearing procedure shall be utilized for a punitive action not involving a discharge, demotion, suspension of more than five (5) days, or reduction in salary greater than the value of a suspension of five (5) days.

- a. **Notice of Appeal:** Within five (5) calendar days of receipt of written notification of punitive action as defined above, the employee shall notify the City's Human Resources Director in writing of the employee's intent to appeal the punitive action. The written notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
- b. **Hearing Officer:** In an informal hearing, the City Manager or their designee shall be the Hearing Officer. The City Manager or their designee shall conduct the informal hearing in accordance with these procedures. The determination of the City Manager shall be final and binding.
- c. **Burden of Proof:** The City shall bear the burden of proof at the hearing or not, as follows:
 - i. If the action being appealed involves allegations originating from a licensing or certifying agency as defined in the FPBOR, the limited purpose of the hearing shall be to provide the employee the opportunity to establish a record of the circumstances surrounding the action.
 - ii. If the punitive action involves charges of misconduct that the City has originated, the City shall have the burden of proving by a preponderance of the evidence that the facts which form the basis for the charges occurred, and that the level of penalty was reasonable under the circumstances.

d. Conduct of Hearing:

i. The formal rules of evidence do not apply, although the Hearing Officer shall have discretion to exclude or limit evidence which is incompetent, irrelevant, or cumulative, or the presentation of which will otherwise consume undue time. The Hearing Officer may limit the use of witnesses, testimony, evidence, and argument. There is no right of intervention, discovery, or prehearing conferences.

ii. The parties may present opening statements.

iii. The parties may present evidence through documents and testimony.

1. Witnesses shall testify under oath.

2. Subpoenas may be issued pursuant to Government Code §§ 11450.05 – 11450.50.

3. The parties are entitled to confront and cross-examine witnesses only as to City-originated charges and punitive actions that involve a suspension of up to five (5) days or a pay reduction equivalent to a five (5)-day suspension or less.

iv. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the hearing officer.

e. Recording of the Hearing: If the City-originated charges and punitive action involves a suspension of up to five (5) days or a salary reduction equivalent to a five (5)-day suspension or less, the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally shared by the parties. The cost to receive a transcript of the hearing shall be the responsibility of the party requesting the transcript.

f. Representation: The employee may be represented by a union representative or attorney of their choice at all stages of the proceedings. All costs associated with such representation shall be borne by the employee.

g. Decision: The decision shall be in writing pursuant to Government Code § 11425.50. The decision shall be served by first class mail, postage pre-paid, upon the employee as well as their attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the employee that the time within which judicial review of the decision may be sought is 90 days from the date of mailing, as governed by Code of Civil Procedure § 1094.6.

3. FORMAL HEARING PROCEDURE

a. Applicability: The formal hearing procedure applies only to a punitive action at the level of discharge, demotion, suspension of more than five (5) days, or reduction in salary in an amount greater than a five (5)-day suspension.

b. Final Notice of Discipline Serves as the Accusation: The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation described in Government Code §§ 11500, et seq. Pursuant to Government Code § 3254(f), the discipline shall not be effective sooner than 48 hours of issuance of the final notice of discipline. The final notice of discipline shall be prepared and served in person or by registered mail. The final notice of discipline shall include a statement to the employee that advises the employee of the right to request a hearing by filing a Notice of Defense as provided in Government Code § 11506. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code shall be provided to the employee concurrently with the final notice of discipline.

- c. Notice of Defense:** In accordance with Government Code § 11506, within fifteen (15) calendar days after service of the final notice of discipline on the employee as set forth above, the employee shall notify the City's Human Resources Director in writing of the employee's intent to appeal the punitive action by filing a Notice of Appeal. The Notice of Appeal must be signed by either the employee or on the employee's behalf and must include the mailing address of the employee and/or their representative. Failure to file a timely Notice of Defense constitutes a waiver of the employee's right to a hearing.
- d. Accusation:** Pursuant to Government Code §§ 11507 and 11516, at any time before or after the case is submitted for decision, the City may file an amended or supplemental Accusation in the form of a notice of discipline. All parties must be notified of the amended or supplemental Accusation.
- e. Administrative Law Judge:** Pursuant to Government Code § 11512, the City has determined that appeals shall be presided over by an administrative law judge on staff of the State Office of Administrative Hearings, hereinafter referred to as the "ALJ". The ALJ shall preside at the appeal hearing, rule on the admission and exclusion of evidence and determine and rule on all matters of law, both procedural and substantive. In conducting the hearing, the ALJ shall follow the evidentiary standards described in section 11513 of the Government Code.
- f. Time and Place of Hearing:** Pursuant to Government Code § 11508, unless otherwise decided by the Fire Chief or their designee, a hearing shall be conducted at City Hall at a time to be determined by the Human Resources Director or their designee.
- g. Notice of the Hearing:** The City will mail or deliver a written notice of the hearing with the information required by Government Code § 11509, no later than ten (10) days prior to the hearing.

h. Findings: The appeal proceedings shall be reported by a stenographic reporter. However, upon the consent of all the parties, the proceedings may be reported electronically. Within 30 days after the case is submitted, the ALJ shall prepare a proposed written decision to be submitted to the City Council. Within 60 days of receipt by the City Council of the ALJ's proposed decision, the City Council may take any of the following actions:

- i. Adopt the proposed decision in its entirety.
- ii. Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
- iii. Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the City Council under this paragraph is limited to a clarifying change or a change of a similar nature that does not affect the factual or legal basis of the proposed decision.
- iv. Reject the proposed decision and refer the case to the same ALJ if reasonably available, otherwise to another ALJ, to take additional evidence. If the case is referred to the ALJ pursuant to this subparagraph, the ALJ shall prepare a revised proposed decision based on both the additional evidence and the transcript and other papers that are part of the record of the prior appeal hearing. A copy of the revised proposed decision shall be furnished decision shall be served to each party and their attorney in the manner specified in this procedure.
- v. Reject the proposed decision, and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence. By stipulation of the parties the City Council may decide the case upon the record without including the transcript.

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- i. Decision: The City Council's decision will be reduced to writing and shall be final and binding on the parties. The City Council's written decision shall be served by first class mail, postage prepaid, upon the employee as well as their attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the employee that the time within which judicial review of the decision may be sought is 90 days from the date of mailing as governed by Code of Civil Procedure section 1094.6.

~~The Post-Discipline procedures will be in accordance with, Sections 2.36.340 and 2.36.350 of the Personnel Rules and Regulations except, however, for employees represented by SLOFA, Local 3523, Section 2.36.340, C shall be modified to provide that appeals of disciplinary suspensions of two days or less shall have at the employee's request the right of appeal to either the City Manager or to the Personnel Board, provided the appeal to the Personnel Board is supported in advance by the Executive Board of SLOFA, Local 3523. Appeals of discipline in excess of two days shall be made to a hearing officer as set forth in section 2.36.340 B. Appeals to the Personnel Board will be heard in accordance with Personnel Rules and Regulations Section 2.36.350 — Disciplinary action — Hearings.~~

The employee must be given the opportunity to review and sign any document adverse to ~~his/her~~their interests prior to its placement in ~~his/her~~their personnel file.

At reasonable times and at reasonable intervals, upon the request of an employee, during usual business hours and with 24-hour notice, with no loss of compensation to the employee, the City shall permit that employee to inspect their personnel files that ~~are used to~~ have been used to determine that employee's qualifications for employment.

If, after examination of the employee's personnel file, the employee believes that any portion of the material is inappropriately or mistakenly placed in the file, the

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employee may request, in writing to the Human Resource Director, that the inaccurate or inappropriate portion be corrected or deleted. Any request made pursuant to this subdivision shall include a statement by the employee describing the corrections or deletions from the personnel file requested and the reasons supporting those corrections or deletions. Said statement must become part of the file. The City must respond within thirty (30) days and inform the employee whether the request will be granted. If the request is denied, the reasons for the denial must be set forth in writing and included in the personnel file. At the employee's request, the Human Resources Director shall hold an informal hearing to determine the final disposition of any documents in dispute pursuant to this section. At the hearing, the employee and City appointing authority may present evidence and argument in support of their respective positions. The Human Resource Director's decision as to the disposition of the request is final with no further administrative appeal.

ARTICLE 487 - FULL AGREEMENT

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the City and the Union. This Agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the City and the Union except as specifically referred to in this Agreement. During the life of this Memorandum of Agreement, should either party desire to modify its terms or to meet and confer with respect to matters within the scope of representation, such party shall request in writing to meet and confer on such item(s), which item(s) shall be specified in writing. During the life of this Memorandum of Agreement, either party may refuse such a request without explanation, and no unilateral action may be taken on the matter within the scope of representation during the term of this agreement.

Should the City wish to take action on a matter which relates primarily to matters not within the scope of representation, but impacts matters within the scope of representation, it shall provide notice to the Union and afford the opportunity to meet and confer on the impact of its decision(s). If a conflict arises between the MOA and General Operations or any other policy and procedure, the MOA shall prevail.

Should the City propose to consolidate, merge, and/or contract out the Fire Service function, it will give notice to the Union and meet and confer on any aspects of the proposal which fall within the scope of representation.

ARTICLE 498 - SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into a meet and confer session for the sole purpose of arriving at a mutually satisfactory replacement for such provision within thirty (30) day work period. If no Agreement has been reached, the parties agree to invoke the provision of impasse under City Resolution 6620.

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ARTICLE 5049 - RENEGOTIATIONS

Pursuant to Resolution No. 6287, (1989 Series): If either party wishes to make changes to this agreement, that party shall serve upon the other its written request to negotiate as well as its initial proposals for an amended Agreement. Such notice and proposals must be submitted to the other party by September 1, 202~~30~~. If notice is properly and timely given, negotiations shall commence no later than October 1, 202~~30~~.

ARTICLE 510 - AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Agreement:

- A. Local 3523's principal authorized agent shall be the President (email: president3523@gmail.com, mailing address: 2160 Santa Barbara Avenue, San Luis Obispo, California 93401; telephone: (805) 550-0191.

- B. Management's principal authorized agent shall be the Human Resources Director or ~~his/her~~ their duly authorized representative (mailing address: 990 Palm Street, San Luis Obispo, California 93401; telephone: (805) 781-7250).

ARTICLE 524 - TERM OF AGREEMENT

This Agreement shall become effective as of January 1, ~~2018-2021~~ and continue in full force and effect until expiration at midnight, December 31, 2023~~9~~.

SIGNATURES

1. Classifications covered by this Agreement and included within this unit are shown in Appendix "A".
2. This Agreement does not apply to Supplemental Employees. This Agreement was executed July ~~20, 2021~~~~17, 2018~~, by the following parties.

CITY OF SAN LUIS OBISPO

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 3523

Richard C. Bolanos, Chief Negotiator
Consultant

Stephen D. Leonesio, Labor Relations

Nickole Domini, Interim HR Director

Jimmy Witt, Local 3523 Representative

APPENDIX A - CLASSIFICATION

<u>CLASSIFICATION</u>	<u>JOB CODE</u>	<u>SALARY RANGE</u>
Firefighter	525006040	612
Fire Engineer	535006020	615
Fire Vehicle Mechanic	528006030	616
Hazardous Materials Coordinator	545016465	617
Fire Captain	545006040	621
Fire Inspector I*	514006498	626
Fire Inspector II*	524006200	630
Fire Inspector III*	534006202	633
Fire Battalion Chief	552005040	505

**Denotes positions within a career series*

APPENDIX B - WORK SCHEDULE ILLUSTRATION

The City affirmatively restates its intent to apply the 7(k) exemption under the Federal Labor Standards Act (FLSA) to this work schedule. For purposes of illustration only, the shift schedule pattern for employees working a fifty-six (56) hour work week consists of eight (8) twenty-four (24) hour on-duty periods within a twenty-four (24) day cycle which is worked in accordance with the following chart:

X = 24-hour on-duty period

O = 24-hour off-duty period

SCHEDULE: XXOOOXXOOOXXOOOXXOOO

APPENDIX C - SALARY RANGES

Salary Range Listing - January 2021 - December 2023

JULY 2021						
<i>Summary of Changes: 2.5% COLA, 4% Market Equity Adjustment for Firefighters, Fire Engineers, and Fire Captains, 1% Equity Adjustment for Battalion Chiefs</i>						
Title	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Biweekly Step 6
Fire Battalion Chief	\$ 4,627	\$ 4,871	\$ 5,127	\$ 5,397	\$ 5,681	\$ 5,980
Fire Captain	\$ 3,714	\$ 3,909	\$ 4,115	\$ 4,332	\$ 4,560	
Fire Engineer	\$ 3,179	\$ 3,346	\$ 3,522	\$ 3,707	\$ 3,902	
Firefighter	\$ 2,642	\$ 2,935	\$ 3,089	\$ 3,252	\$ 3,423	\$ 3,603
Fire Inspector I	\$ 2,570	\$ 2,705	\$ 2,847	\$ 2,997	\$ 3,155	
Fire Inspector II	\$ 2,852	\$ 3,002	\$ 3,160	\$ 3,326	\$ 3,501	
Fire Inspector III	\$ 3,081	\$ 3,243	\$ 3,414	\$ 3,594	\$ 3,783	
Fire Vehicle Mechanic	\$ 3,135	\$ 3,300	\$ 3,474	\$ 3,657	\$ 3,849	
Hazardous Materials Coordinator	\$ 3,686	\$ 3,880	\$ 4,084	\$ 4,299	\$ 4,525	
JULY 2022						
<i>Summary of Changes: 2.5% COLA, 1.5% Market Equity Adjustment for Firefighters, Fire Engineers, Fire Captains, and BCs</i>						
Title	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Biweekly Step 6
Fire Battalion Chief	\$ 4,812	\$ 5,065	\$ 5,332	\$ 5,613	\$ 5,908	\$ 6,219
Fire Captain	\$ 3,863	\$ 4,066	\$ 4,280	\$ 4,505	\$ 4,742	
Fire Engineer	\$ 3,305	\$ 3,479	\$ 3,662	\$ 3,855	\$ 4,058	
Firefighter	\$ 2,747	\$ 3,052	\$ 3,213	\$ 3,382	\$ 3,560	\$ 3,747
Fire Inspector I	\$ 2,633	\$ 2,772	\$ 2,918	\$ 3,072	\$ 3,234	
Fire Inspector II	\$ 2,924	\$ 3,078	\$ 3,240	\$ 3,410	\$ 3,589	
Fire Inspector III	\$ 3,159	\$ 3,325	\$ 3,500	\$ 3,684	\$ 3,878	
Fire Vehicle Mechanic	\$ 3,214	\$ 3,383	\$ 3,561	\$ 3,748	\$ 3,945	
Hazardous Materials Coordinator	\$ 3,778	\$ 3,977	\$ 4,186	\$ 4,406	\$ 4,638	
JULY 2023						
<i>Summary of Changes: 2.5% COLA, 1.5% Market Equity Adjustment for Firefighters, Fire Engineers, Fire Captains, and BCs</i>						
Title	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Biweekly Step 6
Fire Battalion Chief	\$ 5,006	\$ 5,269	\$ 5,546	\$ 5,838	\$ 6,145	\$ 6,468
Fire Captain	\$ 4,017	\$ 4,228	\$ 4,451	\$ 4,685	\$ 4,932	
Fire Engineer	\$ 3,438	\$ 3,619	\$ 3,809	\$ 4,009	\$ 4,220	
Firefighter	\$ 2,857	\$ 3,174	\$ 3,341	\$ 3,517	\$ 3,702	\$ 3,897
Fire Inspector I	\$ 2,700	\$ 2,842	\$ 2,992	\$ 3,149	\$ 3,315	
Fire Inspector II	\$ 2,996	\$ 3,154	\$ 3,320	\$ 3,495	\$ 3,679	
Fire Inspector III	\$ 3,238	\$ 3,408	\$ 3,587	\$ 3,776	\$ 3,975	
Fire Vehicle Mechanic	\$ 3,295	\$ 3,468	\$ 3,650	\$ 3,842	\$ 4,044	
Hazardous Materials Coordinator	\$ 3,872	\$ 4,076	\$ 4,290	\$ 4,516	\$ 4,754	